



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 CT3081

EFFECTIVE BEGIN DATE: 05-15-2007
EXPIRATION DATE: 04-30-2009
PAGE: 1 of 4

VENDOR:

IBM Corporation
PO Box 945684

Atlanta, GA 30394-5684
USA

VENDOR CONTACT:
AMY BROCKHOHN
PHONE: 319-399-3840 EXT:
EMAIL: ajbrock@usibm.com

FOB

ISSUER:
ASHLEY SUPER
PHONE: 515-281-7073
EMAIL: ashley.super@iowa.gov

Contract For: Services - Business Continuity Recovery Test Plan

See attached contract and RFP 807309S470

RENEWAL OPTIONS

FROM 05-01-2008 TO 04-30-2009
FROM 05-01-2009 TO 04-30-2010

AUTHORIZED DEPARTMENT

ALL
309 Workforce Development
SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
		IA Dept of Admin Services General Services	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
<i>Kent Kubie</i>	4-9-08	<i>Ashley Super</i>	
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Kent Kubie		Ashley Super PAIII	
Address		Address	
1111 N 102nd Ct Ste 231 Omaha, NE 68114		Hoover State of Bldg Level A Des Moines IA	



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 05-15-2007
EXPIRATION DATE: 04-30-2009
PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	918		\$0.000000
				\$0.000000

CONSULTING SERVICES

Business Continuity Recovery Test Plan per contract attached.



STATE OF IOWA

EFFECTIVE BEGIN DATE: 05-15-2007

EXPIRATION DATE: 04-30-2009

PAGE: 3 of 4

MASTER AGREEMENT

Contract Declaration and Execution

TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



STATE OF IOWA

EFFECTIVE BEGIN DATE: 05-15-2007

EXPIRATION DATE: 04-30-2009

PAGE: 4 of 4

MASTER AGREEMENT

Contract Declaration and Execution

the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

CONTRACT # CT 3081
Between the State of Iowa And IBM For
Business Continuity Recovery Test Plan Services

Final

FINAL REVISION 9/11/07

- Section 1: Terms & Conditions**
Section 2: Scope of Work – see separate document
Section 3: Compensation to Contractor
Section 4: Execution
-

Section 1: Terms & Conditions

1.1 Identification of Parties and Purpose

This Agreement is made and effective by and between the State of Iowa, acting by and through Iowa Workforce Development ("Department" or "IWD"), located at 1000 East Grand Avenue, Des Moines, Iowa 50319-0209, and IBM with corporate offices located at New Orchard Road, Armonk, New York 10504, a corporation organized under the laws of the State of New York ("Vendor", IBM, or "Contractor"). The parties agree as follows. The parties have entered into this Agreement for the purpose of retaining Vendor to provide create and execute a business continuity recovery test plan for Iowa Workforce Development's number one critical function of Filing and payment of Unemployment Insurance Benefits. See section 2.0 for Scope of Work.

The terms and conditions of this Agreement is made available to other State of Iowa Agencies and Political Subdivisions (Cities, Counties & Schools) for similar projects on Business Continuity Recovery Test Plans only within the scope of Section 2, in lieu of conducting a separate competitive selection process of their own, at their sole discretion.

1.2 Contract Length

The term of the contract will commence on approximately September 17, 2007 and end on June 30, 2008. The Department shall have the sole option to renew and extend the contract for three additional one-year renewal terms, pending negotiation and agreement with the Contractor.

1.3 Payments to Contractor

- A. Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:
- 1) Workers Compensation costs or insurance premiums,
 - 2) Unemployment compensation costs,
 - 3) Taxes or other obligations of the Vendor associated with the provision of services requested under the RFP,
 - 4) Car rentals, airfare, meals, lodging, copies, postage, etc.
- B. Upon receipt of a properly submitted and appropriately documented invoice to the State, the State will promptly process and pay the undisputed amounts within thirty

(30) days of invoicing. Amounts due for time-and-materials contracts will be invoiced monthly as the Services are performed and payable within 30 days of invoice.

If the State in good faith determines that the Contractor has failed to materially perform or materially deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation for that service or product under this Contract until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

1.4 Assignment of Contract

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. It is not considered an assignment for Vendor to divest a portion of its business in a manner that similarly affects all of its customers.

1.5 Incorporated Documents & General Provisions

- A. The following documents containing specifications for services requested under the RFP and this contract are listed below:
 - 1. This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
 - 2. The Vendor's Cost Proposal in response to RFP 807309S470 attached hereto and incorporated herein by reference.
 - 3. The Request for Proposal No.807309S470, including any and all addenda, tables, exhibits and appendices.
 - 4. The Vendor's Response to the Request for Proposal 807309S470, incorporated herein by reference as if set forth fully in this Contract.
 - 5. In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.
- B. Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.
- C. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.
- D. All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

STATE:	Name:	LeLoie Dutemple
	Address:	1000 E. Grand Ave
		Des Moines, IA 50319
	Phone Number:	515-281-4986

VENDOR: Name: Amy Brockhohn
 Address: 400 Locust St.
 Des Moines, IA 50309
 Phone Number 515-283-2872
 Facsimile Transmission No.: 515-283-2782

1.6 Acts of God (Force MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

1.7 Default; Remedies of State

- A. The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:
 - 1. Failure by the Vendor to materially conform to the specifications as required by the RFP.
 - 2. A breach of any material term of this Contract.
 - 3. Material Non-performance of this agreement.
- B. The State shall issue a written notice of default providing therein for fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages, if applicable.
- C. If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:
 - 1. Exercise any remedy provided by law;
 - 2. Terminate the contract and
 - 3. Obtain reasonable damages from the Vendor.

1.8 Vendor's Obligations

- A. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
- B. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Contract.

1.9 Default; Remedies of Vendor

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

1.10 Termination Due to Non-Appropriation

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available or by Iowa Workforce Development providing IBM not less than 30 days written notice. However, in the event that an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract, provided Vendor consents thereto.

1.11 Termination for Convenience

The State may terminate this Contract for convenience for any reason upon thirty (30) days written notice to the Vendor of the State's intent to terminate, and the Vendor's sole remedy in the event of termination for convenience is payment for satisfactory services rendered prior to the date of termination for convenience, subject to liquidated damages, if applicable and offsets as specified in this Contract.

1.12 Remedies of Vendor in Event of Termination for Non-appropriation or for Convenience.

In the event of termination of this Contract due to non-appropriation under section 1.10 above or for convenience pursuant to section 1.11 above, the Vendors sole and exclusive remedy is to recover and possess its own equipment used in the performance of the Contract, except as provided in section 1.11 above. In the event of termination of this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

1.13 Vendor Duties

- A. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.
- B. The Vendor agrees that the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to

examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.

Any access shall occur during normal business hours, and upon reasonable advance written notice.

Access by the above authorities or any third party, shall not be granted to Contractor's confidential financial information including, but not limited to cost or pricing methodologies, overheads, profit margins, internal audit results, Contractor's Personnel data or those of its subcontractors.

- C. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, if required by law.
- D. The Vendor warrants that no person or selling State has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term of this Contract, the State shall have, in addition to the remedies contained herein, a right to liquidated damages in the sum of \$5,000.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.
- E. In the event that the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to subcontracts shall be retained as required in subsection A. above and available for audit or examination as required in subsection B. above. The Vendor shall be responsible for the performance of any subcontracts retained by Vendor in performance of this contract.
- F. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
- G. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage of it and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
- H. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities that are revealed to Vendor in the performance of this Contract. Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State

may terminate this Contract immediately without notice of default and opportunity to cure.

- I. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

Name:	Amy Brockhohn
Address:	400 Locust St. Des Moines, IA 50309
Phone Number	515- 283-2872
Fax No.:	515- 283-2782 288-9708 <i>ajb</i>

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in these provisions will alter the right of the State to serve process in any other manner permitted by law.

- J. The Vendor shall maintain workers' compensation insurance and pay all appropriate unemployment insurance taxes due to the State of Iowa.

1.14 Intellectual Property / Patents and Copyrights

For purposes of this Section, the term "Product" includes Materials [defined as literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that Vendor may deliver to you as part of a service], (alone or in combination with Products Vendor provides to you as a system) and Licensed Internal Code.

If a third party claims that a Product we provide to you infringes that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

1. promptly notify us in writing of the claim; and
2. allow us to control, and cooperate with us in, the defense and any related settlement negotiations; you may, however, participate in the defense at your expense for the purpose of asserting unique defenses (e.g., sovereign immunity), subject to our right to control and your duty to cooperate.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Product to us on our written request. We will then give you a credit equal to:

1. for a Program, the amount paid by you or 12 months' charges (whichever is less), and
2. for Materials, the amount you paid us for the Materials.

This is our entire obligation to you regarding any claim of infringement.

Claims for Which We (Vendor) are Not Responsible

We have no obligation regarding any claim based on any of the following:

1. anything you provide which is incorporated into a Product;
2. your modification of a Product, or a Program's use in other than its Specified Operating Environment;
3. the combination, operation, or use of a Product with other Products not provided by us as a system, or the combination, operation, or use of a Product with any product, data, or apparatus that we did not provide; or
4. infringement by a non-IBM Product alone, as opposed to its combination with Products we provide to you as a system.

Claims for Which You are Responsible

You are responsible for any damages associated with your infringement or violation of IBM's intellectual property rights, specifically including, but not limited to, your infringement or violation of a third party's intellectual property rights.

Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.

Limitation of Liability

Items for Which We (Vendor) are Liable

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), we are liable for no more than:

1. payments referred to in our patents and copyrights terms described above;
2. damages for bodily injury (including death) and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages, up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this item, the term "Product" includes Materials and Licensed Internal Code.
4. this limit also applies to any of our subcontractors and Program developers. It is the maximum for which we and our subcontractors and Program developers are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we, our subcontractors, or Program developers liable for any of the following:

1. third-party claims against you for damages (other than those under the first two items listed above);

2. loss of, or damage to, your records or data; or
3. special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

With respect to (2), you are responsible for maintaining adequate back-up of your records and data to enable their restoration if needed for any reason. If your records or data are harmed by our negligence, we are responsible for restoring your records and data to the same state as in the last available back-up copy at no charge to you.

Items for Which You are Liable

Circumstances may arise where, because of a default on your part or other liability, we are entitled to recover damages from you. In each such instance, regardless of the basis on which we are entitled to claim damages from you (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), you are liable only for:

1. damages for bodily injury (including death), and damage to real property and tangible personal property;
2. infringement of our or a third-party's intellectual property rights, as provided in this section and
3. the amount of any other actual direct damages or loss up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this section, the price of a Product or Service is deemed not to include any "lost profits" as disclaimed in this section; i.e., this disclaimer does not cover any amount which you owe for a Product or Service as provided in an agreement for such Product or Service.

Items for Which You are Not Liable

Except as otherwise set forth above, under no circumstances are you liable for any of the following:

1. third party claims against us for any losses or damages (other than those set forth above); or
2. special, incidental, or other indirect damages or for any economic consequential damages (including lost profits or savings), even if you are informed of their possibility.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

1.15 Offset

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

1.16 Property Damage

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when reasonably judged satisfactory by the State.

1.17 Safety of Persons and Property; Insurance

The Vendor shall maintain in full force and effect during the term of this Contract, basic liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage, which may arise from operations under this Contract.

1.18 Receivership

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files and answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b) within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

1.19 Obligations beyond Agreement Term

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Contract.

1.20 Authorization

Each party to this Contract represents and warrants to the other that:

- A. It has the right; power and authority to enter into perform its obligations under this Contract.
- B. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

1.21 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

1.22 Materials Ownership, License, & Intellectual Property

The contract will contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

A. Works Made for Hire. Work produced for the STATE during the project shall be considered work made for hire and shall be owned (including ownership of copyright) solely by the STATE. No license is granted to IBM with respect to these works. However, both parties are free to use any ideas, concepts, know-how, or techniques which are developed or provided by the other or jointly by both parties during a project. Both parties are free to enter into similar agreements with others, and to develop and provide Materials or Services which are similar to those provided under this Agreement.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this Section.

Any idea, concept, know-how, or technique which relates to the subject matter of a Service and is developed or provided by either of us, or jointly by both of us, in the performance of a Service may (subject to applicable patents and copyrights) be freely used by either of us.

- B. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
- C. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE

1.23 Federal Reservation of Rights

Contractor acknowledges and agrees that all or a portion of the funding to pay for the deliverables is being provided through a grant from the U.S Federal Government and that pursuant to 29 CFR Part 97 and any other applicable federal laws, regulations, circulars and bulletins, the awarding agency of the U.S. Federal Government reserves certain rights in the deliverables, including without limitation, a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use the deliverables and the copyright in and to such deliverables, but in no case shall the U.S. Federal Government obtain rights in excess of those granted to State.

1.24 Security of Data

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees may be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the confidentiality of such data, and may be liable under privacy legislation for negligent release of such information. The Vendor shall be aware that access to data and application code will be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights.

Under no circumstances shall confidential data and application code leave the borders of the United States of America.

1.25 Independent Contractor

Contractor's status shall be that of an independent contractor. IWD shall not provide to Contractor an office, support staff, equipment or tools, or supervision beyond the terms of this Agreement. The Contractor shall not be considered an employee of the State of Iowa and is not eligible for any State employee benefits including but not limited to retirement benefits, insurance coverage, or the like. The Contractor shall not be considered an employee of the Department or the State of Iowa for federal or state tax purposes and the Department shall not be responsible for withholding taxes on behalf of the Contractor. The Contractor shall be responsible for withholding taxes on behalf of the Contractor. The Contractor shall be responsible for payment of all taxes in connection with any income earned by the Contractor from performance of the Agreement.

1.26 Monitoring Performance

Iowa Workforce Development will conduct oversight on the progress effectiveness and service delivery methods of this agreement by monitoring performance and compliance; which will be evaluated on an ongoing basis using e-mail, reports, scheduled meetings, etc. by IWD staff.

1.27 Reviewing Performance

Final project performance and evaluation will be conducted by IWD to determine whether goals were achieved as they relate to this contract.

1.28 Miscellaneous

- A. The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in connection with this

Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.

- B. If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. In accordance with current applicable open records laws, only the STATE shall make this contract, including its addenda and all monthly reports from the contractor, available for viewing by the public upon request from any party. It may also be reproduced by copier at a reasonable charge, transmitted by facsimile machine, or electronically via the Internet upon request from any party.
- D. Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- E. The parties agree to execute any additional documents necessary to effectuate this Contract.

Section 2: Scope of Work

See Scope of Work document

Section 3: Compensation to Contractor

The total cost is \$97,635.00 for the entire IWD project.

IWD Project Plan Major Milestones
Project Initiation
Project Management
Iowa Workforce Development Approved Tangible Training Materials
Written Certification Methodology
Certification of Staff Trained Form
Documented and Tested Formal Recovery Plan
Written Evaluation of Recovery Exercises
End of Project Close Out
Knowledge Transfer to Identified IWD Staff - on going throughout the project

Periodic billing based on Deliverable Items	Amount
a) Iowa Workforce Development Approved Tangible Training Materials	\$23,947
b) Documented and Tested Formal Recovery Plan	\$18,557
c) Written Evaluation of Recovery Exercises	\$11,707

d) Certification of Staff Trained Form	\$29,867
e) Written Certification Methodology	\$13,557

Section 4: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**For the State of Iowa, acting by
and through Iowa Workforce Development:**

Elisabeth Buck

Name: Elisabeth Buck

Title: Director

Date: Sept 20, 2007

For IBM:

Amy J. Brockhohn

Name: Amy J. Brockhohn

Title: IBM Client Executive

Date: Sept. 18, 2007

FAX: 515-288-9708

SECTION 2:

SCOPE OF WORK

CONTRACT #CT 3081

IOWA Workforce Development



for IBM to provide:

Business Continuity Recovery Test Plan

The information in this proposal shall not be disclosed outside the Iowa Workforce Development organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. IBM understands that Iowa is a Sunshine State and all of the relevant criteria that implies. IBM submitted a version of this Scope of Work IBM to Iowa as the Public Record document. This document contains areas that require exemption from Public disclosure, as is permitted by the State of Iowa. Sections 2.4 through and including Section 2.8, the Attachment and Appendix A, all herein this document, as well as all future project deliverables issued by IBM, will be treated as confidential by the State of Iowa Workforce Development organization pursuant to Iowa Code Chapter 22.7. The rationale is that this information contains intellectual capital trade secrets, and disclosing of such would give unfair advantage to competitors. Further, the disclosure of such information would not serve the public interest.

Scope of Work

This Scope of Work ("SOW") defines the scope of work to be accomplished by IBM under the terms and conditions of Contract #CT 3081.

The Scope of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- IBM Responsibilities
- IWD Responsibilities
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges
- Other Terms and Conditions

Changes to this Scope of Work will be processed in accordance with the procedure described in Appendix C, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Scope of Work.

The following are incorporated in and made part of this Scope of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Deliverable Material Acceptance Process"
- Appendix C, "Project Change Control Procedure"

1 Scope of Services

This SOW defines the services IBM will provide to deliver business continuity recovery test planning for Iowa Workforce Development (IWD). The scope includes

- The development of the IWD Continuity of Operations and Continuation of Government (COOP COG) Plan Training Material,
- Document the training certification methodology,
- Document a Formal Recovery Test Plan,
- Conduct IWD COOP COG Plan training sessions,
- Design and conduct one tabletop exercise with the IWD COOP COG Coordinators that includes disaster scenario and injections,
- Document the evaluation of the recovery exercise using the Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action report/improvement plan (AAR/IP), and
- Work with the IWD COOP COG Coordinators in evaluating and issuing the Certification of Staff Trained to the participating IWD staffs.

The objectives of this project are to:

- Have a formal test plan for the IWD COOP COG Plan,

- Receive documented training materials that IWD Staff can use for future training needs, and foremost,
- Have an exercised IWD COOP COG Plan to assure the IWD Officials that the critical function of payment of unemployment benefits is recoverable; that personnel assigned can handle the work; that needed supplies are sufficient and available, and that the alternate facility can be adapted to the contingency

1.1 Key Assumptions

This Scope of Work and IBM's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix C, "Project Change Control Procedure".

1. This Scope of Work addresses only the critical function of payment of unemployment benefits
2. A written IWD COOP COG Plan and all supporting processes and procedures are provided to the IBM Team in softcopy
3. If Subject Matter Experts from IWD do not participate in the project, then a commercially reasonable effort will be made to produce Deliverables based on available information.

2 IBM Responsibilities

The specific Services to be provided under this Scope of Work are described in this section.

2.1 IBM General Responsibilities

1. IBM will provide Services under this Scope of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.
2. IBM staffs projects on a national basis with either local or non-local resources based upon resource availability at project initiation. At the start of a project and on an ongoing basis, our project managers shall work together to mutually determine any onsite requirements of non-local perform resources. For this engagement, if onsite is necessary for 40 hours work week for non-local resources, that normally consists of the resource traveling to your site on Monday, returning to their home city at the end of the workday on Thursday and performing project related activities remotely on Friday, as applicable. During weeks with a national Holiday or during periods when a resource is not required to be onsite full time, both parties will work together to define an alternate full time work schedule. Such alternate work schedule may include the resource performing project related activities remotely.
3. Some IBM activities on this project may be performed on IBM premises. The time spent on these contract-related IBM activities will be billable to IWD.
4. Some of the Services may be performed by an IBM subcontractor. If an IBM subcontractor assists with the project, IBM is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of IBM subcontractors who may be engaged to assist IBM in accomplishing the work described herein.

2.2 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Review this SOW, and any associated documents, with the IWD Project Manager.
2. Coordinate and manage the activities of IBM project personnel.
3. Maintain project communications through the IWD Project Manager.
4. Establish documentation and procedural standards for the development of this project.

5. Prepare a project plan at the onset of this project for performance of this Scope of Work. The project plan will define tasks, schedule and responsible person(s) or organization(s) for each milestone.
6. Conduct project status meetings.
7. Prepare and submit monthly Status Reports.
8. Review and administer the Project Change Control Procedure with the IWD Project Manager.

Completion Criteria: This activity will be complete when the other activities described as IBM Responsibilities have been completed, according to their completion criteria, or IBM has met the criteria defined in the Completion Criteria section of this Scope of Work.

Deliverables: Status Report

2.3 Project Initiation

Description: To review project objectives, timelines, and responsibilities.

The sub tasks are:

1. Conduct a Project Initiation Meeting.
2. Review the proposal with IWD for a consistent understanding of:
 - i. Project Requirements
 - ii. Scope
 - iii. Business Continuity Test Planning Issues
3. Develop a detailed Project Plan and identify key members of IWD to participate in each phase of the project.

Completion Criteria: This task is complete when the Project Plan has been delivered to the IWD Project Manager.

Deliverable Material: Project Plan

IWD Responsibilities:

1. IWD Project Manager will participate in the Project Initiation Phase and Meeting.

2.4 Develop COOP COG Plan Training Material

Description: Develop Training Materials based on the documented IWD COOP COG Plan and inputs from the IWD's subject matter experts for the staffs that have to execute the plan to recovery the critical function of payment of unemployment benefits. To ensure that the training materials are comprehensive and exhaustive, the Training Materials will include 7 modules, an Overview Module and six Recovery Team Modules. The six Recovery Team Modules are for the Mainframe Technical Team, ICN, Network Technical Team, Communications Team, UI Benefits Team, and HQ Management Team.

The sub tasks are:

1. Review existing IWD COOP COG Plan
 - i. Understand the conditions and assumptions that require activation of the IWD COOP COG Plan
 - ii. Verify the teams, roles, responsibilities and associated processes/procedures are documented
2. Conduct 1 interview with the IWD's subject matter experts (SMEs) that developed and documented the IWD COOP Plan, for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the overall organization and content of the IWD COOP COG Plan, the recovery strategy and solution that is implemented and how the critical function will be recovered, logistics from disaster declaration to recovery,

and the communication processes that will enable coordination among the various recovery teams

- ii. Draft the Overview Module Training Material
3. Conduct 1 interview with the Mainframe Technical Team subject matter experts (SMEs), for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the sections in the IWD COOP COG Plan that the SMEs have developed including but not limited to the processes and procedures that address all aspects of mainframe recovery, data and physical integrity, and safety that is applicable
 - ii. Draft the Mainframe Technical Team Training Module
4. Conduct 1 interview with the ICN, Network Technical Team subject matter experts (SMEs), for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the sections in the IWD COOP COG Plan that the SMEs have developed including but not limited to the processes and procedures that address all aspects of network recovery, physical and logical network design and topology of the production network and the recovery network
 - ii. Draft the ICN, Network Technical Team Training Module
5. Conduct 1 interview with the Communications Team subject matter experts (SMEs), for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the sections in the IWD COOP COG Plan that the SMEs have developed including but not limited to the processes and procedures that address all aspects of communication, and
 - ii. Draft the Communications Team Training Module
6. Conduct 1 interview with the UI Benefits Team subject matter experts (SMEs), for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the sections in the IWD COOP COG Plan that the SMEs have developed including but not limited to the processes and procedures to continue benefits processing, manual workaround procedures, and work backlog catch up processes, and guidelines for execution
 - ii. Draft the UI Benefits Team Training Module
7. Conduct 1 interview with the HQ Management Team subject matter experts (SMEs), for up to 2 hours with up to two participants per interview, at your location, to:
 - i. Review and discuss the sections in the IWD COOP COG Plan that the SMEs have developed including but not limited to order of succession, delegation of authority, disaster declaration guideline, decision making processes, and guidelines for execution
 - ii. Draft the HQ Management Team Training Module
8. Leverage IBM consultant's expertise to develop the Training Materials for the recovery personnel based on the responsibilities identified in the IWD COOP COG Plan, discussions with SMEs, and industry standard practices
9. Submit the draft Training Materials to the State of Iowa team for review
10. Upon receipt of the written feedback, perform one edit and produce the final Training Materials

Completion Criteria: This activity will be considered complete when the final Training Materials are delivered to the IWD Project Manager.

Deliverable Material: Training Materials

IWD Responsibilities:

1. Assign up to two (2) IWD COOP COG Coordinators to work with IBM for the duration of the project
2. IWD will provide a softcopy of the written IWD COOP COG Plan and related processes and procedures documentation within three (3) business days at the commence of the project

3. Provide reference information (location of the procedures, supplies, forms, etc., who is authorized to access them, quantities that have been set aside, etc.) for the processes and procedures, supplies, forms, or any other resources needed for the successful resumption of the Unemployment Benefit Payment Process
4. Assign and provide sufficient time for the IWD subject matter experts who designed, developed, and documented the IWD COOP COG Plan to work with the IBM project team in developing the training materials
5. IWD will notify and schedule the appropriate SMEs to participate in the work sessions (total of 7 work sessions) with a maximum of two (2) participants per session, for a maximum of two (2) hours per session
6. IWD will conduct information gathering effort
7. IWD will review draft Training Materials
8. IWD will provide feedback on the draft Training Material in accordance with the Deliverable Material Acceptance Process

2.5 Develop Certification Methodology and Certification of Staff Trained Form

Description: Document the staff training certification methodology to allow IWD COOP COG Coordinators to conduct future trainings and exercises and certify those staffs that have participated using the Certification of Staff Trained form

The sub tasks are:

1. Develop a Certification Methodology based on the recovery responsibilities listed in the IWD COOP COG Plan
2. Develop a Certification of Staff Trained Form
3. Submit the draft Certification Methodology and the Certification of Staff Trained form to the State of Iowa team for review
4. Upon receipt of the written feedback, perform one edit and produce the final Certification Methodology and the Certification of Staff Trained form
5. Submit final written Certification Methodology and the and the Certification of Staff Trained form to the State of Iowa team
6. Train the IWD COOP COG Coordinators in using the documented Certification Methodology to evaluate staffs performance and recording using the Certification of Staff Trained form

Completion Criteria: This activity will be considered complete when the Written Certification Methodology and Certification of Staff Trained Form are delivered to the State of Iowa.

Deliverable Material: Written Certification Methodology and Certification of Staff Trained Form

IWD Responsibilities:

1. IWD will review the draft Certification Methodology and the Certification of Staff Trained Form
2. IWD will provide feedback on the draft Certification Methodology in accordance with the Deliverable Material Acceptance Process
3. IWD will provide feedback on the draft Certification of Staff Trained Form in accordance with the Deliverable Material Acceptance Process

2.6 Conduct COOP COG Plan Training Sessions

Description: To ensure personnel assigned are able to execute the IWD COOP COG Plan, training sessions will be conducted.

The sub tasks are:

1. Conduct one Overview Training Session using the Overview Module with the staff from all required business and support units and the private and public sector partners.

2. Conduct up to six Recovery Team Training Sessions, one session per recovery team using the appropriate Recovery Team Training Module. In the Recovery Team Training Session, we will review all the processes and procedures that the recovery team has to execute to ensure the recovery staffs are knowledgeable of the recovery activities that they are expected to perform.

Completion Criteria: This activity will be considered complete when the Overview Training Session and six Recovery Team Training Sessions, one session per recovery team, have been conducted.

Deliverable Material: None

IWD Responsibilities:

1. Invite and ensure your subject matter experts, including but not limited to technical architects, application designers, telephony specialists, network engineers, etc. who developed the technical recovery procedures are present in the Overview Training Session and the appropriate Recovery Team Training Session. These subject matter experts whom developed the recovery processes and procedures are expected to answer and discuss details as necessary with the recovery staff, private and public sector business partners
2. Invite and ensure staff from all required business and support units attend the Overview Training Session and the appropriate Recovery Team Training Session
3. Invite and ensure private and public sector partners to attend the Overview Training Session
4. IWD will schedule and secure appropriate meeting facility for one (1) Overview Training Session with up to sixty (60) participants for up to three (3) hours.
5. IWD will schedule and secure appropriate meeting facility for one (1) Mainframe Recovery Team Training Session with up to ten (10) participants for up to two (2) hours.
6. IWD will schedule and secure appropriate meeting facility for one (1) ICN Training Session with up to ten (10) participants for up to two (2) hours.
7. IWD will schedule and secure appropriate meeting facility for one (1) Network Technical Team Training Session with up to ten (10) participants for up to two (2) hours.
8. IWD will schedule and secure appropriate meeting facility for one (1) Communications Team Training Session with up to ten (10) participants for up to two (2) hours.
9. IWD will schedule and secure appropriate meeting facility for one (1) UI Benefits Team Training Session with up to ten (10) participants for up to two (2) hours.
10. IWD will schedule and secure appropriate meeting facility for one (1) HQ Management Team Training Session with up to ten (10) participants for up to two (2) hours.

2.7 Develop Formal Recovery Test Plan

Description: To provide guidance to the IWD COOP COG Coordinators on the process of planning an exercise so that recovery exercises may be accomplished in a consistent and coherent manner.

The sub tasks are:

1. Develop a Formal Recovery Test Plan
2. Review and discuss how to use the Formal Recovery Test Plan to:
 - i. Determine the type of Exercise to conduct
 - ii. Determine the scope of the exercise
 - iii. Identify the objectives
 - iv. Establish measurement criteria
 - v. Identify recovery teams participants
 - vi. Identify recovery resources required
 - vii. Estimate exercise planning timeline that includes
 - When to notify recovery teams participants

- When to conduct pre-exercise meeting with participants
- When to notify the external support organizations
- Exercise duration
- After Action Report/Improvement Plan (AAR/IP) documentation
- When to conduct After Action Conference (AAC)

Completion Criteria: This activity will be considered complete when the Formal Recovery Test Plan has been delivered.

Deliverable Material: Formal Recovery Test Plan

IWD Responsibilities:

1. The assigned IWD COOP COG Coordinators review the Formal Recovery Test Plan

2.8 Tabletop Exercise Planning Assistance and Facilitation

Description: To use the Formal Recovery Test Plan to design and conduct one tabletop exercise with the IWD COOP COG Coordinators that includes disaster scenario and injections. The goal of the tabletop exercise is to ensure the recovery teams become familiar with the notification, communication, coordination of activities, and the recovery processes. The recovery teams have to demonstrate their knowledge and understanding of the recovery processes and procedures by verbalizing the recovery tasks. They will demonstrate their knowledge of the IWD COOP COG Plan by locating the appropriate section or page where their processes and technical recovery procedures can be found. Exercise reinforces the training that the recovery personnel have received. We will observe the interactions of the recovery teams; note issues discussed, and document our evaluation of the recovery exercise using the Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action report/improvement plan (AAR/IP)

The sub tasks are:

1. Work with IWD COOP COG Coordinators to jointly plan the Tabletop Exercise using the Formal Recovery Test Plan. This includes the development of disaster scenario and injects that simulates disruptive events to be used during the Tabletop Exercise. Decisions regarding the Tabletop Exercise include:
 - i. Determine the scope of the exercise
 - ii. Identify the objectives
 - iii. Establish measurement criteria
 - iv. Identify recovery teams participants
 - v. Identify recovery resources required
 - vi. Schedule the exercise date/time
 - vii. Create an exercise planning timeline
2. Document the type of exercise scope, objectives, measurement criteria, disaster scenario and injects in Section 2: Exercise Design Summary of the AAR/IP
3. Document the exercise decision, detail, and recovery team participants information in Section1: Exercise Overview of the AAR/IP
4. Conduct a Pre-exercise Meeting with participants including external support organizations
 - i. Review the logistics of the day of the tabletop exercise
 - ii. Review the goal and objectives of the tabletop exercise
 - iii. Provide copies of the blank Participant Feedback Summary form to all exercise participants
5. Facilitate the Tabletop Exercise by following the disaster scenario and the injects and the processes and procedures documented in the IWD COOP COG Plan
 - i. Observe the actions performed by the recovery teams

- ii. Note difficulties or deviations encountered by recovery personnel
 - iii. Observe the resources available to support the recovery effort
 - iv. Observe the alternate facilities personnel and resources allocated to support the recovery effort
 - v. Collect completed Participant Feedback Summary forms from all exercise participants
 - vi. Assess if exercise objectives and goal were achieved
6. Prepare an After Action Report/Improvement Plan (AAR/IP) that is compliant with Homeland Security Exercise and Evaluation Program (HSEEP).
 7. Conduct an After Action Conference (AAC) with all exercise participants to review the findings and recommendations documented in the AAR

Completion Criteria: This task is complete when the After Action Conference (AAC) has been conducted.

Deliverable Material: After Action Report/Improvement Plan (AAR/IP)

IWD Responsibilities:

1. Invite and ensure your subject matter experts, including but not limited to technical architects, application designers, telephony specialists, network engineers, etc. who developed the technical recovery procedures are present in the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference. These subject matter experts whom developed the recovery processes and procedures are expected to answer and discuss details as necessary with the recovery staff, private and public sector business partners
2. Invite and ensure staff from all required business and support units attend the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference
3. Designate IWD staffs to observe the recovery personnel throughout the entire Tabletop Exercise
4. Invite and ensure private and public sector partners to attend the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference
5. IWD will schedule and secure appropriate meeting facility for one (1) Pre-exercise Meeting with up the sixty (60) participants for up to two (2) hours.
6. IWD will schedule and secure appropriate meeting facility for one (1) Tabletop Exercise with up the sixty (60) participants for up to four (4) hours.
7. IWD will schedule and secure appropriate meeting facility for one (1) After Action Conference with up the sixty (60) participants for up to two (2) hours.
8. Provide timely feedback to IBM (5 days) on the draft AAR/IP

3 IWD Responsibilities

The successful completion of the proposed effort depends on the full commitment and participation of IWD management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Contract #CT 3081, and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by IWD as scheduled in the project plan. Delays in performance of these responsibilities may result in additional charges and/or delay of the completion of the project, and will be handled in accordance with Project Change Control Procedure.

3.1 IWD General Responsibilities

1. Assign the same IWD COOP COG Coordinator (up to two persons) to work with IBM throughout the entire project
2. Make appropriate personnel available to assist IBM in the performance of IBM's responsibilities.
3. Provide suitable office space, supplies, furniture, high speed connectivity to the Internet,

and other facilities for IBM's personnel while working on your premises.

4. Provide security clearance and building access for IBM project personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions, IWD may need to provide access to facilities outside of these hours.
5. Be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.
6. Be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing application systems or programs that IBM will have access to during the Services. It is your responsibility to assure that the systems and programs meet the requirements of those laws, regulations and statutes.

3.2 IWD Project Manager

Prior to the start of this Scope of Work under the *Contract #CT 3081*, IWD will designate a person, called the IWD Project Manager, to whom IBM communications will be addressed and who has the authority to act for IWD in all matters regarding this SOW.

The IWD Project Manager's responsibilities include:

1. Serve as the interface between IBM and all IWD departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation.
3. With the IBM Project Manager, administer the Project Change Control Procedure.
4. Attend project status meetings.
5. Obtain and provide information, data, decisions and approvals, within five (5) working days of IBM's request, unless both IBM and IWD agree to an extended response time.
6. Help resolve project issues and escalate issues within the IWD organization, as necessary.

4 Estimated Schedule

Estimated Start Date = 09/15/2007

Estimated End Date = 02/28/2008

If the Scope of Work signature date is beyond the Estimated Start Date, the Estimated Start Date shall automatically be extended to be the first business day following the day the last signature is affixed to this Scope of Work. The Estimated End Date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

5 Deliverable Materials

The Deliverable Materials, identified as Type I Materials, resulting from these Services are:

- Status Report*
- Project Plan*
- Training Materials
- Written Certification Methodology and Certification of Staff Trained Form
- Formal Recovery Test Plan
- Action Report and Improvement Plan (AAR/IP)

* = Deliverable Material exempt from the Deliverable Material Acceptance Process

See Appendix A, "Deliverable Material Guidelines", for a description of each Deliverable Material.

See Appendix B, "Deliverable Material Acceptance Process", for the Material acceptance process.

6 Completion Criteria

IBM shall have fulfilled its obligations under this Scope of Work when any of the following first occurs:

1. IBM accomplishes the IBM tasks described under "IBM Responsibilities".
2. Either of us terminates this Scope of Work under the terms of the Contract #CT 3081.

7 Charges

1. Based on the above tasks and assumptions, IBM will provide the above Services for a fixed price of \$97,635.00 which will be invoiced as follows per the Periodic billing based on completion of Deliverable Items.

Periodic billing based on Deliverable Items	Periodic Billing
IWD Approved Tangible Training Materials	\$23,947.00
Documented and Tested Formal Recovery Test Plan	\$18,557.00
Written Evaluation of Recovery Exercises – After Action Report/Improvement Plan	\$11,707.00
Certification of Staff Trained Form	\$29,867.00
Written Certification Methodology	\$13,557.00

2. Net 60 Days

In entering into this SOW, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Contract #CT 3081 or this SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this SOW.

IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space below on or before **09/15/2007**.

Each of us agrees that the complete Contract #CT 3081 between us about these Services consists of 1) this Scope of Work and 2) the Contract #CT 3081.

Agreed to:

Iowa Work Force Development

By: Elisabeth Buck
Authorized signature

Name (type or print): Elisabeth Buck

Date: 9/20/07

Customer number: 4670005

Customer address:

1000 E Grand Ave.
Des Moines, IA 50319

Agreed to:

International Business Machines Corporation

By: Amy J. Brockhohn
Authorized signature

Name (type or print): Amy J. Brockhohn

Date: Sept. 18, 2007

Agreement Number: ~~72825M~~ CT 3081 ajb

IBM Office address:

IBM Corporation
1177 Belt Line Rd.
Coppell, TX 75019

Appendix A. Deliverable Material Guidelines

Status Report

Purpose: IBM will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One soft copy will be delivered to the IWD Project Manager within five working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, and recommendations

Project Plan

Purpose: IBM will provide a Project Plan at the onset of this project for performance of this PROPOSAL. The Project Plan will define tasks, schedule and responsible person(s) or organization for each milestone.

Delivery: One soft copy will be delivered to the IWD Project Manager.

Content: The Project Plan will:

- List high-level tasks to be completed during the scope of the engagement
- Identify resource assignments
- Indicate start and end dates for major phases
- Identify availability of completed deliverables

Training Materials

Purpose: Provide Training Materials based the IWD COOP COG Plan

Delivery: One soft copy of the Iowa Workforce Development Approved Tangible Training Materials will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The Iowa Workforce Development Approved Tangible Training Materials will consist of the following, as appropriate:

- Overview Module
 - Introduction of the IWD COOP COG Plan
 - Overview of all recovery teams
 - Notification process
 - Roles and responsibilities
 - Overview of the recovery solution – location, hardware, network, and other resources
 - Communication process with other recovery teams to address questions, problems, issues
 - IWD COOP COG Plan Maintenance Responsibilities
 - IWD COOP COG Plan Exercise Responsibilities
 - IWD COOP COG Plan Certificate of Training

- Six Recovery Team Modules, each Module contains information that is specific and applicable for the recovery team:
 - Roles and responsibilities
 - Outline all processes and procedures that are assigned to the recovery team
 - Locations of these processes and procedures
 - Order of processes and procedures execution if critical to ensure data integrity
 - Maintenance responsibilities of the recovery processes and procedures
 - Participation in recovery exercise responsibilities

Written Certification Methodology

Purpose: Provide Written Certification Methodology based the recovery responsibilities listed in the IWD COOP COG Plan

Delivery: One soft copy of the Written Certification Methodology will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The Written Certification Methodology will consist of the following categories, as appropriate:

- Training Sessions Attended
- Exercise Participated
- Applied Recovery Skills During the Exercise

Certification of Staff Trained Form

Purpose: Provide Certificate of Staff Trained Form based the Written Certification Methodology

Delivery: One soft copy of the Certificate of Staff Trained Form will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The Certificate of Staff Trained Form will consist of the following, as appropriate:

- IWD Official Symbol
- Staff Name and Title
- Certificate of Training Sessions Attended and Dates Attained
- Certificate of Exercise Session Attended
- Recovery Team Skill Applied

Formal Recovery Test Plan

Purpose: IBM will provide a documented and tested formal recovery plan.

Delivery: One hard copy will be delivered to the IWD Project Manager.

Content: The report will consist of the following, as appropriate:

- Scope
- Objectives
- Measurement criteria
- Recording of results
- Implementation plan
- Post exercise review

After Action Report and Improvement Plan (AAR/IP)

Purpose: Provide a written record of the recovery exercise conducted using the IWD COOP COG Plan

Delivery: One soft copy of the After Action Report/Improvement Plan (AAR/IP) will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The After Action Report/Improvement Plan (AAR/IP) will be based on the HSEEP template dated 2007.



HSEEP AAR-IP
Template 2007.doc

Appendix B. Deliverable Material Acceptance Process

Each Deliverable Material as defined in Appendix A - Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

- One (1) printed draft of the Deliverable Material will be submitted to the IWD Project Manager. It is the IWD Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- Within five (5) business days of receipt, the IWD Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from the IWD Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted.
- The IBM Project Manager will consider IWD's request for revisions, if any, within the context of IBM's obligations as stated in Appendix A - Deliverable Materials Guidelines.
- Those IWD revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the IWD Project Manager, at which time the Deliverable Material will be deemed accepted.
- Those IWD revisions not agreed to by IBM will be managed in accordance with Appendix C, Project Change Control Procedure.

Appendix C. Project Change Control Procedure

When both of us agree to a change in this Scope of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Scope of Work or any previous Change Authorization.



Friday, May 04, 2007

To: All Bidders via Email

RE: RFP # 807309S470 for IWD COOP COG Test Plan

NOTICE OF INTENT TO AWARD

The Iowa Department of Administrative Services, on behalf of Iowa Workforce Development, announces its intent to award the subject bid to the company with the highest scoring compliant proposal, IBM, subject to the execution of a written contract.

This Notice of Intent to Award is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the State and the successful vendor. The State further reserves the right to cancel the award at any time prior to the execution of a written contract.

Scoring summary:

Criteria	Possible Pts	IBM	Comsys
Cost	100	98	100
Experience	180	180	135
Compliance	40	40	20
Knowledge and Skills	70	70	70
Procedures/expected results	250	250	25
Training/Evaluation Materials	220	220	55
Method to continue training	140	140	35
TOTAL:	1000	998	440

This notice begins the five- (5) day appeal period per Iowa Administrative Code 11—105.20.
Thank you for participating in the bid process.

Sincerely,

Ashley Super, Purchasing Agent III
Phone: 515-281-7073
E-mail: Ashley.Super@iowa.gov

11—105.20(8A) Vendor appeals.

105.20(1) *Filing an appeal.* Any vendor that filed a timely bid or proposal and that is aggrieved by an award of the department may appeal the decision by filing a written notice of appeal before the Director, Department of Administrative Services, Hoover State Office Building, Third Floor, Des Moines, Iowa 50319, within five calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. The department must actually receive the notice of appeal within the specified time frame for it to be considered timely. The notice of appeal shall state the grounds upon which the vendor challenges the department's award.

105.20(2) *Procedures for vendor appeal.* The vendor appeal shall be a contested case proceeding and shall be conducted in accordance with the provisions of the department's administrative rules governing contested case proceedings, unless the provisions of this rule provide otherwise. *a. Notice of hearing.* Upon receipt of a notice of vendor appeal, the department shall contact the department of inspections and appeals to arrange for a hearing. The department of inspections and appeals shall send a written notice of the date, time and location of the appeal hearing to the aggrieved vendor or vendors. The presiding officer shall hold a hearing on the vendor appeal within 60 days of the date the notice of appeal was received by the department. *b. Discovery.* The parties shall serve any discovery requests upon other parties at least 30 days prior to the date set for the hearing. The parties must serve responses to discovery at least 15 days prior to the date set for the hearing. *c. Witnesses and exhibits.* The parties shall contact each other regarding witnesses and exhibits at least 10 days prior to the date set for the hearing. The parties must meet prior to the hearing regarding the evidence to be presented in order to avoid duplication or the submission of extraneous materials. *d. Amendments to notice of appeal.* The aggrieved vendor may amend the grounds upon which the vendor challenges the department's award no later than 15 days prior to the date set for the hearing. *e.* If the hearing is conducted by telephone, the parties must deliver all exhibits to the office of the presiding officer at least 3 days prior to the time the hearing is conducted. *f.* The presiding officer shall issue a proposed decision in writing that includes findings of fact and conclusions of law stated separately. The decision shall be based on the record of the contested case and shall conform to Iowa Code chapter 17A. The presiding officer shall send the proposed decision to all parties by first-class mail. *g.* The record of the contested case shall include all materials specified in Iowa Code subsection 17A.12(6). (1) Method of recording. Oral proceedings in connection with a vendor appeal shall be recorded either by mechanized means or by certified shorthand reporters. Parties requesting that certified shorthand reporters record the hearing shall bear the costs. (2) Transcription. A party may request that oral proceedings in connection with a hearing in a case or any portion of the oral proceedings be transcribed. A party requesting transcription shall bear the expense of the transcription. (3) Tapes. Parties may obtain copies of tapes of oral proceedings from the presiding officer at the requester's expense. (4) Retention time. The department shall file and retain the recording or stenographic notes of oral proceedings or the transcription for at least five years from the date of the decision.

Issue Date: Feb 2, 2007



NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

No 807309S470

The Iowa Department of Administrative Services on behalf of Iowa Workforce Development will be receiving sealed proposals for a

**Business Continuity Recovery Test Plan
For Unemployment Benefit Payment Process**

Proposals will be received until **3:00 p.m., Central Time, March 30, 2007**, in the office at the address listed below. Late proposals will not be considered.

For additional information regarding this notice, contact only issuing officer:

Ashley Super
Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov

Table of Contents

	<u>Page</u>
SECTION ONE INTRODUCTION	3
SECTION TWO ADMINISTRATIVE ISSUES	4
SECTION THREE SERVICE REQUIREMENTS	10
SECTION FOUR FORMAT AND CONTENT OF PROPOSALS	13
SECTION FIVE EVALUATION	17
SECTION SIX CONTRACTUAL TERMS AND CONDITIONS	20
ATTACHMENTS:	30
1 PROPOSAL CERTIFICATION	
2 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST	
3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS	
4 AUTHORIZATION TO RELEASE INFORMATION	
5 CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT	
6 CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX	
7 CERTIFICATION OF AVAILABLE RESOURCES	
8 CERTIFICATION REGARDING LOBBYING	
APPENDIX A IWD ESSENTIAL FUNCTION #1 UI PAYMENT OF UNEMPLOYMENT BENEFITS	40
APPENDIX A-1 IWD ESSENTIAL FUNCTION #1 INFORMATION TECHNOLOGY SUPPORT	45

IOWA WORKFORCE DEVELOPMENT REQUEST FOR PROPOSAL 807309S470

SECTION 1 INTRODUCTION

1.1 Introduction

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified service providers to create and execute a business continuity recovery test plan for Iowa Workforce Development's number one critical function of Filing and payment of Unemployment Insurance Benefits. The resulting contract will be made available to other State of Iowa Agencies and Political Subdivisions (Cities, Counties & Schools) for similar projects on Business Continuity Recovery Test Plans in lieu of conducting a separate competitive selection process of their own, at their sole discretion.

1.2 Definitions

RFP	Request for Proposal
IWD	Iowa Workforce Development
DOL	Department of Labor
Unemployment Insurance Benefits	Making payments to eligible jobless workers for benefits paid to unemployed individuals - Unemployment insurance replaces part of the income workers lose when they become unemployed through no fault of their own
HSEEP	Homeland Security Exercise and Evaluation Program
AAR	After action reports
COOP COG	Continuity of Operations and Continuation of Government

1.3 Background Information

Iowa Workforce Development's mission is to contribute to Iowa's economic growth by producing quality customer-driven systems that support prosperity, productivity, health and safety for Iowans.

Iowa Workforce Development leaders have identified the most critical function towards their mission to be the payment of Unemployment Insurance Benefits. To that end, Iowa Workforce Development has developed a comprehensive business continuity process which ensures minimal disruption and enables IWD to continue to deliver unemployment insurance benefit services to its customers. Filing and payment of unemployment insurance benefits, conducting contested case hearings, issuing written decisions, maintaining records for appeals, and tracking performance for periodic reports to Department of Labor are elements of the process.

See Appendix A for a description of the payment of Unemployment Insurance business recovery process.

End of Section One

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@iowa.gov

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

2.3 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. The questions and requests for clarifications must be in writing and received by the Issuing Officer by close of business on March 2, 2007. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before March 16, 2007 to all vendors who submit a Letter of Intent to Propose. The Department's written responses will be considered part of the RFP.

Prospective Vendors are encouraged to submit a written 'Intent to Propose' before March 2, 2007. Submitting an 'Intent to Propose' does not obligate the vendor to submit a proposal. An 'Intent to Propose' is not mandatory to bid. By submitting an 'Intent to Propose', the prospective vendor is guaranteed to receive amendments and notices to this RFP. The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and email address of the vendor's main contact for communications regarding this RFP. Prospective Vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via email and only to the issuing officer.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Department reserves the right to change the dates.

Last Date Written Questions due:	March 2, 2007
Response to Questions Issued:	March 16, 2007
Closing Date for Receipt of Bid Proposals:	3:00 p.m. CT, March 30, 2007

2.5 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

The Department reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, IWD, in its sole discretion, will allow vendors to amend their bid proposals in response to the amendment if necessary.

The vendor may amend its bid proposal. The amendment must be in writing, signed by; the vendor and received by the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer in writing if they wish to withdraw their proposals.

2.6 Submission of Bid Proposals

The Department of Administrative Services must receive the bid proposal at 1305 E. Walnut St., Hoover State office Building, Level A, Des Moines, Iowa, 50319-0105 before 3:00 p.m., CT, March 30, 2007. This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor. Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of the bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

The "Official Proposal" must be typewritten. Changes must be lined out and initialed. All answers that are given to the questions asked in the RFP are subject to verification.

Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The “Official Proposal” package containing the original signatures, five (5) paper copies and one electronic copy shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor’s Name and Address
- RFP No. 807309S470
- Proposal Due Date: March 30, 2007 - 3:00 PM CT
- Issuing Officer’s Name: Ashley Super

2.7 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

2.8 Rejection of Bid Proposals

IWD reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Department’s benefit and is intended to provide IWD with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

2.9 Disqualification

IWD shall reject outright and shall not evaluate proposals for any one of the following reasons:

- 2.9.1** The vendor fails to deliver the bid proposal by the due date and time.
- 2.9.2** The vendor states that a service requirement cannot be met.
- 2.9.3** The vendor’s response materially changes a service requirement.
- 2.9.4** The vendor’s response significantly limits the rights of the Department.
- 2.9.5** The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of “will comply” or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- 2.9.6** The vendor fails to respond to the Department’s requests for information, documents or references.

- 2.9.7** The vendor presents the information requested by the RFP in a format inconsistent with the instructions of the RFP.
- 2.9.8** The vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.9.9** The vendor provides misleading or inaccurate responses.
- 2.9.10** The cost proposal exceeds \$100,000.00.

2.10 Bid Proposal Clarification Process

The Department reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, and a review of past performance if the vendor has provided goods or services to the IWD or any other political subdivision, or requests for corrective pages in the vendor's bid proposal. The Department will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Department. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.11 Disposition of Bid Proposals

All proposals become the property of the Department and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Department for return of the bid proposals submitted. In the event the Department does not receive shipping instruments, the Department will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.12 Public Records and Requests for Confidential Treatment

The Department may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. Iowa Code Chapter 22 governs the Department's release of information. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public record laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential and explain why disclosure is not in the best

interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

The vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality, which the vendor may have had.

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted as well as the original proposal must be marked in this manner.

Additionally, the vendor must submit one paper copy marked "Public Copy", of the bid proposal and one electronic copy on CD from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

By submitting a proposal, the Service Provider agrees that Iowa Workforce Development (IWD) may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records and represents that such copying will not violate the rights of any third party.

2.13 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Department will not necessarily award any contract resulting from the RFP to the vendor offering the lowest cost to the Department. Instead, the Department will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in Section 5 of the RFP.

2.14 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Department.

2.15 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and

restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.16 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.17 No Minimum Guaranteed

The Department anticipates that the selected vendor will provide services as requested by the Department. The Department will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

2.18 Reference Checks

Iowa Workforce Development (IWD) reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.19 Information from Other Sources

Iowa Workforce Development (IWD) reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

2.20 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification.

2.21 Criminal History and Background Investigation

Iowa Workforce Development (IWD) reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

End of Section 2

SECTION 3 SERVICE REQUIREMENTS

3.1 Introduction

Iowa Workforce Development leaders have identified the most critical function towards their mission to be the payment of Unemployment Insurance Benefits. To that end, Iowa Workforce Development has developed a comprehensive business continuity process which ensures minimal disruption and enables IWD to continue to deliver unemployment insurance benefit services to its customers. Filing and payment of unemployment insurance benefits, conducting contested case hearings, issuing written decisions, maintaining records for appeals, and tracking performance for periodic reports to the Department of Labor are elements of the process.

Staff assigned responsibilities have not been trained to carry out these responsibilities. The comprehensive business continuity process has not been tested. Iowa Workforce Development does not have on staff professional business continuity experts or trainers to develop, implement, teach and evaluate business recovery exercises.

3.2 Scope of Work

By submitting a proposal, each vendor agrees that all materials, work products and other deliverables (the “deliverables”) to be produced or provided under a contract and all intellectual property rights in or related to the deliverables shall become and remain the sole and exclusive property of the State of Iowa. The successful vendor will be required to assign all rights, title and interests in and to all of the foregoing to the State of Iowa.

As owner of the deliverables and related intellectual property rights, the State of Iowa may:

- a) Obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the deliverables as may be desirable or appropriate,
- b) Adapt, change, modify, edit or use the deliverables as the State of Iowa sees fit, including in combination with the work of others,
- c) Prepare derivative works based on the deliverables and publish, display, and distribute any deliverable(s) in any medium, and
- d) Sell, license, sublicense, lease or permit others to use the deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

3.2.1 Using Iowa Workforce Development's comprehensive business continuity plan to restore the critical function of payment of Unemployment Insurance Benefits, the service provider shall:

- a) Provide, if available and relevant, examples of previously completed Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action reports (AAR) for review by the evaluation committee.
- b) Develop tangible training materials that address all aspects of recovery, data and physical integrity, and safety and conform to Business Continuity and Business Recovery Industry Standards.
- c) Provide training materials that clearly define the objectives and scope of the exercise.
- d) Provide knowledge transfer to identified IWD staff to ensure ongoing maintenance of COOP COG plan and resources including exercise testing and staff skill transfer required as a result of turnover.
- e) Conduct recovery exercise using developed training materials that are comprehensive and exhaustive so that all aspects of the plan are be tested.
 - 1. The exercises will be conducted with private and public sector partners within the State of Iowa.
 - 2. The exercises should be contributed to, in a significant manner, by staff from all required business and support units within the organization.
- f) Ensure that training materials outline all processes and procedures necessary to recover the critical function of payment of Unemployment Insurance Benefits;
- g) Provide developed training materials to Iowa Workforce Development which will become the property of the State of Iowa for use in any purpose the State of Iowa deems appropriate; and
- h) Teach Iowa Workforce Development staff identified in Iowa Workforce Development's COOP COG Plan all processes related to recovery of the critical function.
- i) Develop and conduct simulations of disruptive events that include the destruction and disruption of all or major portions of existing resources and/or supporting systems. Simulations shall produce results which can be measured, evaluated, and are thorough enough to assure Iowa Workforce Development Officials that personnel can handle the work, that needed supplies are available and that the alternate facility can be adapted to the contingency, and;
- j) Ensure that every part of the procedures included as part of the recovery process was tested to ensure validity and relevance.
- k) Evaluate above staff in their performance of recovery training exercise(s)
- l) Develop after action reports and improvement plans for each exercise based on the evaluators' and participants' insights and comments during the exercises. The Vendor will deliver the after action reports (AAR) and improvement plans by the completion date of the contract February 28, 2008. The Vendor will provide Iowa Workforce Development electronic copies of the scenarios, injects,

facilitation and evaluation manuals, AAR, improvement plans and all exercise related materials.

- m) The vendor will not make logistical arrangements or be responsible for establishing the backup technical environment, i.e. renting facilities, ordering or paying for food or reimbursing participants' travel.

3.2.2 Deliverables:

- a) Iowa Workforce Development approved tangible training materials
- b) Documented and tested formal recovery plan
- c) Written evaluation of recovery exercises
- d) Certification of Staff Trained
- e) Written certification methodology
- f) Knowledge transfer to identified IWD staff

3.2.3 Timeline:

- a) 7/1/07 – Documented exercise training materials submitted to Iowa Workforce Development Officials
- b) 7/15/07 -- Iowa Workforce Development Officials authorize staff training/vendor begins conducting recovery exercise
- c) 11/30/07 -- Completion of exercise and training of applicable staff
- d) 2/29/07 – Written Vendor Analysis of Exercise and Training submitted to IWD
- e) 1/31/08 -- Iowa Workforce Development Analysis/Approval of exercise documentation

3.2.4 Project Closing:

- a) The project will be considered complete when all affected staff are certified by the service provider and approved by IWD Officials that staff are capable to carry out their responsibilities as proven by a successful approved exercise.
- b) The service provider shall provide to Iowa Workforce Development all tangible materials relative to conducting training and evaluation that will provide similar certification to future staff involved in recovery of the UI Benefit Payment Process.
- c) All materials will be the property of the State of Iowa and may be used for any purpose they choose.

End of Section 3

SECTION 4 FORMAT AND CONTENT OF BID PROPOSALS

4.1 Proposal Instructions

The proposal must include a transmittal letter and three primary sections: 1) the technical proposal; 2) the cost proposal; and 3) bidders' qualifications, experience and references.

The "Official Proposal" package containing the original signatures and FIVE (5) paper copies plus one electronic copy shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No. 807309S470
- Proposal Due Date: March 30, 2007, 3:00 PM CT
- Issuing Officer's Name: Ashley Super

4.2 Transmittal Letter

An individual authorized to legally bind the vendor must sign the transmittal letter. The letter must include the vendor's mailing address, e-mail address, fax number, and telephone number; indicate the type of business entity (i.e., corporation, partnership, etc.) and the vendor's place of incorporation.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information. See RFP Section 2.12.

4.2.1 Proposal Certifications

Bidder shall sign and submit certifications per attachments 1 through 8 within the Technical Proposal.

4.3 Technical Proposal

The Technical Proposal should contain:

- a) An Executive Summary
- b) Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and Proposed Contract.

- c) Statements addressing each service requirement in RFP Section 3 and how it proposes to approach each requirement. Each task with an explanation of how the bidder plans to approach the task and the steps that will be taken to complete the task. The proposal must include detailed information about the steps necessary to accomplish the above outlined tasks, as well as corresponding information about who will be performing each action, when it will be performed, and what it will cost in the Cost Proposal. Proposals must be fully responsive to service requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor.
- d) Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.
- e) Bidders' proposed project schedule should be included in the Technical Proposal, in any form that clearly details time periods, milestones and completion dates for each task.
- f) The technical proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems.
- g) Bidder's Background Information:
 - 1. The vendor shall provide the following general background information:
 - 2. Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
 - 3. Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.
 - 4. State of incorporation, state of formation, or state of organization.
 - 5. Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
 - 6. Local office address and phone number (if any).
 - 7. Number of employees.
 - 8. Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
 - 9. Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
 - 10. Name and qualifications of any subcontractors who will be involved with this project.
 - 11. Identify the vendor's accounting firm.
 - 12. The successful vendor will be required to register to do business in Iowa.

13. Qualifications and Experience:

- a) The qualifications, experience and references section must include both general and specific information about Disaster Recovery projects similar to the subject of this proposal, including but not limited to:
- b) Resumes of staff and subcontractors assigned to the project or providing work product, and their function in the project.
- c) Contract names and phone numbers from at least three (3) companies, groups or organizations for which Bidder has performed similar work and which have consented to be a reference
- d) A chart of the project organization with the names of assigned staff or subcontractors.

14. Submit audited financial statements (annual reports) for the last 3 years.

15. Terminations, Litigation, Debarment:

- a) During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
- b) During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.
- c) During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.
- d) During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department (DAS).
- e) During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

4.4 Cost Proposal

The cost proposal shall not exceed \$100,000.00. The cost proposal should show detailed costs by option and task, and contain at least the following information.

- a) The cost for the entire project shall be identified with each respective activity shown on the project schedule
- b) The TOTAL proposed cost for the entire project.
- c) Estimated periodic billing (if applicable) to the state based on the cost of the deliverable items.
- d) Cost or pricing details of each task, which may include:
 - 1. Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates should include all overhead and profit.
 - 2. Purchased materials, estimated unit costs and quantities.
 - 3. Subcontract costs.
- e) Firm Bid Proposal Terms - The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting proposals.

End of Section 4

SECTION 5 EVALUATION OF BID PROPOSALS

5.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the State.

The State will not necessarily award a contract to the bidder offering the lowest cost to the State. Instead, the State will award the contract to the compliant bidder whose proposal receives the most points in accordance with the evaluation criteria set forth in this section.

5.2 Mandatory Requirements for Bid Proposal

As part of its initial screening, all bid proposals will be assessed by IWD to assure that the mandatory submittal requirements have been met. IWD reserves the right to reject bid proposals that do not meet the mandatory requirements. Rejected bid proposals will be returned to bidders.

5.3 Evaluation Committee

The State intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to this RFP. In making this determination, the State will be represented by an Evaluation Committee.

5.4 Evaluation Process

Proposals meeting all mandatory requirements will be evaluated and scored by the Evaluation Committee. No proposal is guaranteed a certain number of points. References will be utilized to verify information provided by prospective Vendors. In the sole discretion of the State, a prospective Vendor may be disqualified from further consideration if the Vendor provides false or misleading information in its proposal.

The evaluation and award process shall consist of the following:

- a) Review of the bid proposals to assess compliance with mandatory requirements;
- b) Detailed evaluation of proposed services, programs, and solutions;
- c) Scoring of technical proposals;
- d) Scoring of cost proposals;
- e) Integration of technical score and cost score into an Evaluation Committee recommendation.
- f) Award decision by Department.

5.4.1 Technical Proposal Scoring

The weight of the technical proposal is 90% (900 normalized points).

All acceptable proposals will be evaluated and scored based on the response to each of the items listed in RFP Sections 3 and 4. A weighted, average scoring system will be used. The weighted, average scoring system will provide numerical scores that represent the Committee's assessment of the relative merits of the technical bid proposals.

POSSIBLE SCORE	CRITERIA
100	Cost – reasonableness and competitiveness of rates considering required timeframes and deliverables.
180	Experience of the organization and expertise of assigned staff in performing similar trading in the areas set out in the RFP.
40	Compliance with the procedures and requirements of the RFP.
70	Process to be used to determine if participants have acquired the knowledge and skills necessary to qualify for certification.
250	Procedures to be used to ensure that the simulation/exercise includes all appropriate and necessary participants, adequately addresses the critical processes set forth in the RFP, and evaluates the results. (To include a description and the results obtained from any previous application of the proposed simulation/exercise.)
220	Training and evaluation materials to be provided IWD and the format to be used to provide such materials.
140	Method to be utilized to ensure that IWD is left with adequate training and evaluation resources to continue training and evaluate the status of readiness.
1000	TOTAL POSSIBLE POINTS

5.4.2 Cost Proposal Scoring

The weight of the cost proposal is 10% (100 normalized points).

The Evaluation Committee will award points for cost, based on a ratio of the lowest cost proposal versus the cost of each higher priced bid proposal. This number will then be multiplied by the points allocated for the cost proposal. The formula is: Weighted Cost Score = (price of lowest cost bid proposal/cost of each higher priced bid proposal) X (points assigned to cost). Under this formula, the lowest cost bid proposal will receive the

maximum number of points assigned to cost. A bid proposal twice as expensive as the lowest cost bid proposal will receive one-half of the points assigned to cost.

5.5 Recommendation of the Evaluation Committee

The final ranking and recommendation(s) of the Evaluation Committee shall be presented to the Project Oversight Committee for consideration. This recommendation may include, but is not limited to, the name of recommended bidder or a recommendation that no bidder be selected. The final decision will be made by Director, but is not bound by the recommendation.

5.6 Confidentiality

During the evaluation process all information concerning proposals submitted will remain confidential and will not be disclosed to anyone whose official duties do not require such knowledge.

End of Section 5

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Preface

The contract that the Department expects to award as a result of the Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Department and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Department, including the following.

Prospective Vendors may propose other or different contractual terms and conditions; however, the State reserves the right to reject the Prospective Vendor's terms and conditions in whole or in part and/or score the proposal accordingly.

If a prospective Vendor takes exception to any of the terms and conditions as stated herein, a prospective Vendor must include in its response to the RFP any additional or different terms and conditions that it is proposing. If a prospective Vendor takes exception to any of the terms and conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the State, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.

6.2 Contract Length

The term of the contract will be one year and will commence on approximately May 1, 2007 and end on April 30, 2008. The Department (DAS) shall have the sole option to renew and extend the contract for three additional one-year renewal terms, pending negotiation and agreement with the Contractor.

6.3 Payments to Contractor

- A. Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:
 - 1) Workers Compensation costs or insurance premiums,
 - 2) Unemployment compensation costs,

- 3) Taxes or other obligations of the Vendor associated with the provision of services requested under the RFP,
 - 4) Car rentals, airfare, meals, lodging, copies, postage, etc.
- C. Upon receipt of a properly submitted and appropriately documented invoice to the State, the State will promptly process and pay the invoice within 60 days. If the State in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

6.4 Assignment of Contract

The Vendor may not assign this Contract to another person or entity without the prior written consent of the State.

6.5 Incorporated Documents & General Provisions

- A. The following documents containing specifications for services requested under the RFP and this contract are listed below:
1. This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
 2. The Vendor's Cost Proposal in response to RFP _____ attached hereto and incorporated herein by reference.
 3. The Request for Proposal No. _____, including any and all addenda, tables, exhibits and appendices.
 4. The Vendor's Response to the Request for Proposal _____, incorporated herein by reference as if set forth fully in this Contract.
 5. In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.
- B. Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.
- C. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.
- D. All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

STATE: Name:
 Address:
 Phone Number:
 Facsimile Transmission No.:

VENDOR: Name:
 Address:
 Phone Number
 Facsimile Transmission No.:

6.6 Acts of God (Force MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

6.7 Default; Remedies of State

- A. The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:
 - 1. Failure by the Vendor to materially conform to the specifications as required by the RFP.
 - 2. A breach of any term of this Contract.
 - 3. Non-performance of this agreement.
- B. The State shall issue a written notice of default providing therein for fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages.
- C. If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:
 - 1. Exercise any remedy provided by law;
 - 2. Terminate the contract and
 - 3. Obtain liquidated damages from the Vendor, as described herein.

6.8 Vendor's Obligations

- A. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
- B. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Contract or any other Contract between the Vendor and the State.

- C. Amounts due to the State as liquidated damages or any other damages may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Contract or any other Contract between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

6.9 Default; Remedies of Vendor

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

6.10 Termination Due to Non-Appropriation

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract.

6.11 Termination for Convenience

The State may terminate this Contract for convenience for any reason upon thirty (30) days written notice to the Vendor of the State's intent to terminate, and the Vendor's sole remedy in the event of termination for convenience is payment for satisfactory services rendered prior to the date of termination for convenience, subject to liquidated damages and offsets as specified in this Contract.

6.12 Remedies of Vendor in Event of Termination for Non-appropriation or for Convenience.

In the event of termination of this Contract due to non-appropriation under section 2.8 above or for convenience pursuant to section 2.9 above, the Vendors sole and exclusive remedy is to recover and possess its own equipment used in the performance of the Contract, except as provided in section 2.9 above. In the event of termination of

this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

6.13 Vendor Duties

- A. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.
- B. The Vendor agrees that the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.
- C. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, if required by law.
- D. The Vendor warrants that no person or selling State has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term of this Contract, the State shall have, in addition to the remedies contained herein, a right to liquidated damages in the sum of \$5,000.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.
- E. In the event that the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to

subcontracts shall be retained as required in subsection A. above and available for audit or examination as required in subsection B. above. The Vendor shall be responsible for the performance of any subcontracts retained by Vendor in performance of this contract.

- F. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
- G. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage of it and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
- H. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities that are revealed to Vendor in the performance of this Contract. Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State may terminate this Contract immediately without notice of default and opportunity to cure.
- I. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

Name: _____
Address: _____
Phone #: _____
Fax #: _____

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in these provisions will alter the right of the State to serve process in any other manner permitted by law.

6.14 Indemnification; Consequential and Indirect Damages

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims, damages, losses, settlements, judgments, costs and expenses, including attorney's fees (collectively damages), arising out of or resulting from the Vendor's performance or attempted performance of its obligations under this Contract; claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the design of the project; and, any violation of the Contract, provide however, that any such damages are caused in whole or in part by an intentional or negligent act or omission by the Vendor, any

subcontractor, agent, representative or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification under this subsection shall not be limited in any way by any limited on the amount or type of damages, compensation or benefits payment by or for the Vendor or a subcontractor under Workers Compensation Actions, disability benefit acts or other employee benefit acts.

The State shall not be liable to any party for lost profits, indirect, special, punitive or consequential damages arising under this Contract or from any breach or partial breach of the provisions of this Contract or arising out of any act or omission of any party to this Contract, its subcontractor, employees, servants, representatives or agents, or arising under theories of strict liability or tort.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

6.15 Offset

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

6.16 Property Damage

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when judged satisfactory by the State.

6.17 Safety of Persons and Property; Insurance

The Vendor shall maintain in full force and effect during the term of this Contract, basic liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage, which may arise from operations under this Contract.

6.18 Receivership

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files and answer

admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b) within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

6.19 Obligations beyond Agreement Term

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Contract.

6.20 Authorization

Each party to this Contract represents and warrants to the other that:

- A. It has the right; power and authority to enter into perform its obligations under this Contract.
- B. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

6.21 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

6.22 Intellectual Property

The contract will contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

- A. Works Made for Hire. Work produced for the STATE shall be considered work made for hire and shall be owned solely by the STATE. If the works are not works for hire, then Vendor will be required to make an exclusive, perpetual, royalty-free assignment of all copyrights in such materials to the STATE and that Vendor has the right to do so.
- B. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
- C. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing or using of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE

6.23 Federal Reservation of Rights

Contractor acknowledges and agrees that all or a portion of the funding to pay for the deliverables is being provided through a grant from the U.S Federal Government and that pursuant to 29 CFR Part 97 and any other applicable federal laws, regulations, circulars and bulletins, the awarding agency of the U.S. Federal Government reserves certain rights in the deliverables, including without limitation, a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use the deliverables and the copyright in and to such deliverables.

6.24 Security of Data

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees may be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the confidentiality of such data, and may be liable under privacy legislation for negligent release of such

information. The Vendor shall be aware that access to data and application code will be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights.

Under no circumstances shall confidential data and application code leave the borders of the United States of America.

6.25 Miscellaneous

- A. The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in connection with this Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.
- B. If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. In accordance with current applicable open records laws, only the STATE shall make this contract, including its addenda and all monthly reports from the contractor, available for viewing by the public upon request from any party. It may also be reproduced by copier at a reasonable charge, transmitted by facsimile machine, or electronically via the Internet upon request from any party.
- D. Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- E. The parties agree to execute any additional documents necessary to effectuate this Contract.

Attachments

ATTACHMENT ONE

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal 807309S470 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a proposal in response to RFP 807309S470, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFP807309S470, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

PAGE 2 OF 2

ATTACHMENT 4

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP 807309S470, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

ATTACHMENT 5

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITHIN TECHNICAL PROPOSAL

CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I _____ (Print Name)

For _____ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

ATTACHMENT 6

PROSPECTIVE VENDORS – SIGN AND SUBMIT WITH TECHNICAL PROPOSAL.

CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX

Pursuant to 2005 Iowa Acts SF 413 – which creates new Iowa Code subsections 423.2(9A) & 423.5(8) – a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal # 807309S470, the undersigned certifies the following: (check the applicable box)

Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

OR

Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

RFP ATTACHMENT 7

PROSPECTIVE VENDORS – SIGN AND SUBMIT WITH TECHNICAL PROPOSAL

CERTIFICATION OF AVAILABLE RESOURCES

I certify that the bidder organization indicated below has sufficient personnel resources available to provide all services proposed by this Bid Proposal. I duly certify that these personnel resources for the contract awarded will be available on or after _____ (start date of contract).

NAME

DATE

TITLE

NAME OF VENDOR ORGANIZATION

Attachment 8

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement,

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions,

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Title: _____

Organization: _____

Date: _____

APPENDIX A

IWD ESSENTIAL FUNCTION #1 – UI PAYMENT OF UNEMPLOYMENT BENEFITS

There are three sub-functions contributing to the essential function. The overview below envisions these functions being conducted at an alternate site within 3 – 7 days of the event.

Department Mission: Payment of Unemployment Benefits	
Goal #	Description
1	Continue unemployment insurance benefit payments to eligible individuals.
2	Maintain ability to accept initial and/or additional claims for unemployment benefits.
3	Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.

Functions	Description
Goal #1: Continue unemployment insurance benefit payments to eligible individuals.	
Function 1.1	Mainframe application recovery. UIS claims business processes rely on a complex infrastructure that is crucial to the ongoing operations. Power, data and voice telecommunications, along with the agency's computer operations hardware and software, are essential to ensuring that UIS claims processing continues uninterrupted.
Function 1.2	Recover VRU capabilities and its connectivity to the mainframe application. Claimants file weekly certifications as to their eligibility. UIS uses voice response unit technology (VRU) to capture weekly certifications for continued claims. Claimants call in their certifications using a touch-tone telephone to respond to a series of questions by entering a numeric response. The VRUs are hosted by second vendor rather than IWD. Weekly certifications are made at the end of the week. The current week is the week that just ended on Saturday. Certifications for the current week can be made after 10:00 am Saturday morning through 11:30 pm Sunday night and Monday through Friday from 7:30 am to 5:30 pm. A mainframe connection is required for the IVR Continued Claims application to be operable. After close of business on Monday night the continued claims filed on Saturday, Sunday, or Monday go through a payroll process and update the database records for display. Once the certification for benefits has been accepted by the automated system it will either be paid or held. If the claimant is otherwise eligible and has elected direct deposit, the week is authorized for payment the first working day when the payroll runs in the nightly batch processing. If the claimant has not elected direct deposit, the warrant payment is biweekly. UIS and WDC staff can enter continued claims using a computer transaction if a claimant experiences problems or the IVR is not functional.
Function	Establish web (Internet) access.

1.3	<p>Payments that are authorized are written to a Generation Dataset (GDG) at the Hoover Building with Connect Direct and provided to State Accounting Enterprise (SAE) for direct deposit transmittal or writing warrants. The job that is submitted at Hoover will create an e-mail which will have attached reports that contain the GDG (Completed UI Tape Cover Sheet), record count and total dollar amount for the file (Completed UI Certificate & Order Form and Completed UI GAX Form). If e-mail is down – the information can be obtained on the Hoover mainframe. The GDG will need to be written on above listed paper work that goes to SAE after an authorizing signature is obtained. A list of individuals approved to be paid will be printed on a designated printer in the Tax area. Authorized signers include Tom Schieffer, Karin Strand, Leloie Dutemple, Sandra Taylor, Martin Frederickson, Kelly Taylor, and Mary Bowser. After being signed the signer delivers the documents to the ground floor supply area. A courier from the supply department then delivers all documents to the Hoover Building, 3rd floor. Funds are drawn from the US Treasury via internet connection to cover the authorized payrolls.</p>
Function 1.4	<p>Confirm availability of vendor.</p> <p>The State of Iowa's Department of Administrative Services-State Accounting Enterprise (DAS-SAE) and the Information Technology Enterprise (ITE) are currently developing a dual data center system with locations at the Hoover building in the capitol complex and the Joint Forces Headquarters (JFHQ) at Camp Dodge. These two data centers are intended to have DASD storage and tape capacity to mirror the data needed to IPL the alternate data center in the event of a disaster. Impact printers are currently installed at both locations to support the current State warrant printing process. If the production LPAR at JFHQ data center is incapable of completing the benefit payment process, the alternate data center at Hoover would be called into service.</p> <p>A disaster recovery solution has been successfully tested for DHS IME system by DAS-ITE. David Caines (DAS) is currently managing the development of a disaster recovery plan for the z/OS system and this solution will be marketed to DAS-ITE customers; the IWD benefits would be part of that plan. A representative from the IWD-IT will be involved in the project. Expectations are that completion and actual testing of this process will be completed in April, 2007 and a complete test of the disaster recovery system will be completed in May, 2007.</p>
Goal #2: Maintain ability to accept initial and/or additional claims for unemployment benefits.	
Function 2.1	<p>Recover telephone connections, IVR capability and its connectivity to the mainframe applications.</p> <p>An individual who is separated from work will call the UI Service Center Interactive Voice Response (IVR) unit, may personally visit a local Workforce Development Center, or may file the new/additional/reopen claim via the Internet. There is a special toll free number for claimants outside of the state of Iowa who need a claim based upon Iowa wages. Visitors to a local WDC will be provided a computer terminal and access to the intranet application to file a claim for benefits. Any other forms or processing required for a claim will be completed by the UI Service Center.</p> <p>Those individuals filing on the IVR will input and verify their social security number. The computer system will check to determine if that SSN is on the mainframe and the status of their claim, if any is on file.</p> <p>All Interstate initial claims will require claimant interaction with an IWD Representative. Most reopened claims and many additional claims will be automatically processed without claimant interaction with an IWD</p>

	<p>Representative.</p> <p>During overnight processing the initial claim is created by reading the wage record files and adding the wages reported under the individual's social security number for the quarters included in the base period. A mainframe record is created for each claim and begins the process of tracking the claim. During overnight processing an electronic folder is created. The folder is used for paper documents that are converted to imaged objects. The claimant may elect direct deposit as the payment method; a computer record is created with banking information. If the claimant elects to have taxes withheld, the claim is flagged for withholding. Processing also includes creating a computer record to send to the Iowa Department of Human Services, Child Support Recovery Unit for matching with child support obligations. Processing includes matching the claim with the computer record to ensure no duplicate claim filings and that any outstanding issues are addressed.</p>
Function 2.2	<p>Establish web (Internet) access. Ensure IWD web site is functional.</p> <p>An individual may also submit a claim via the Internet, through the IWD website. The individual must set up a personal account by which they can access on-line the unemployment insurance claim application. They can do this at home using their own personal computer, or by using another computer such as a friend's or one at a public library. The on-line claim is self-explanatory, and asks the same questions that would be asked if the person were filing by telephone, or in person. Once the claim is submitted, it is held in a queue until processed. The Internet claims are processed at the UI Service Center by staff that reviews the claim for completeness and accuracy. The UI Service Center may contact the claimant for additional information, if needed before entering the claim.</p> <p>Ensure that IWD Intranet application is accessible. Intranet claims will be processed in the exact same fashion as Internet claims once they are submitted.</p>
Goal #3: Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.	
Function 3.1	<p>Printing capability by Data Processing. Mailing of documents to claimants and employers.</p> <p>Monetary Determinations</p> <p>The overnight processing of an initial claim causes a monetary wage transcript to be mailed to the individual showing the base period wages and the individual's entitlement to benefits. This process also causes a notice of the claim filing to be mailed to all base period employers and the individual's last employer giving them an opportunity to protest the claim.</p> <p>In cases where missing or erroneous wage credits are identified, a computer transaction is used to add or delete the wage credits and monetarily re-determine the claim. This correction causes a corrected transcript to be mailed to the claimant the next working day. A computer transaction is used to send a Notice of Claim to employers that were not otherwise notified.</p>
Function 3.2	<p>Fax capability, access to mainframe transaction for scheduling database, form printing, imaging of documents.</p> <p><u>Non-Monetary Determinations</u></p> <p>The claimant's last employer and base period employers are notified of the individual's claim filing by a Notice of Claim from which they have ten days to file a protest to the claimant's receipt of benefits. Employers may protest either by mail or fax. If no protest is received within the ten days, the claim is released for payment unless the claimant has self-protested the claim by providing separation information (quit or discharge) at the time of the claim filing.</p>

	<p>If a timely protest is received from an employer or a previously submitted protest is on file, a Notice of Job Insurance Fact-finding Interview is prepared by entering data into the automated system via a computer transaction. If no protest is received but the claim is self-protested (claimant stated they had quit or were discharged at the time of filing), the system will generate a notice of fact-finding. This transaction causes an update to the Non-Monetary Read Out computer file and displays as an outstanding issue.</p> <p>The fact-finding notices that have been data entered are printed as a batch process every workday morning at the UI Service Center. The Notices are split into three groups.</p> <ol style="list-style-type: none"> 1) Re-qualification: The employer has demonstrated their responsibility of establishing a separation (quit or discharge) and the claimant has worked and re-qualified. 2) Cold-call: Issues that can be resolved with information from one party, usually the claimant. If unable to reach the party in 2-work-days the Notice is scheduled for a Fact-finding interview 3) Schedule: includes separation issues with the last employer or employers that have a potential to disqualify the entire claim and either a cold-call could not be completed in 2 days or issue was not resolved with a cold-call. <p>After scheduling is completed a copy of the schedule is available statewide. The notices being mailed to both the employer and claimant are stuffed by machine into envelopes in the IWD Administrative Office mailroom at 1000 E Grand.</p> <p>Fact-findings will normally be conducted by telephone. The claimant and the employer will receive a "Notice of Unemployment Insurance Fact-Finding Interview" containing the scheduled date, time and phone number where they will be called for the interview. Complete instructions are listed on the notice.</p> <p>If a party is not available to participate, that party should notify the UI Service Center immediately so the information may be included in the consideration for determination of benefit payment. Either the employer or the claimant prior to the scheduled fact-finding may submit written statements. Statements should be received prior to the scheduled interview to be included.</p> <p>Each fact-finder is scheduled for 12 fact-findings a day. Each fact-finding is given 30 minutes for completion. Based on the facts, the fact-finder then enters an Automated Non-Monetary Decision System letter using a computer transaction that causes an update to the computer file to show the issue has been adjudicated. The entry of the decision will also cause an update to the computer file in some instances to reflect the status of the claim.</p> <p>The mainframe prints the decision which is mailed to both parties. An electronic copy is placed in the electronic claim folder. After decisions are issued, any supporting documents are imaged and scanned into the electronic file.</p> <p>If all of the decisions are favorable for the claimant to get UI benefits, payment will start immediately. If the decision is later reversed on appeal, benefits may be required to be repaid. Claimants should continue to claim weekly benefits while the claim is in contest status.</p>
--	---

Function and Impact Statement

Tier	Function	Impact if this Function is NOT Continued
1	None	
2	Mainframe application recovery	Inability to pay UI benefits to eligible claimants.
	Recover VRU capabilities and its connectivity to the mainframe application.	If mainframe application is accessible, and VRU is not, all weekly claims for benefits by eligible claimants would have to be manually entered by staff.
	Establish web (Internet) access.	Inability to pay claimants. Part of the process of actually issuing payments is approval of the Federal Government of the accounting data used to draw the funds. This is accomplished via the Internet.
	Confirm availability of vendor.	Vendor is back up plan in case DRF would be incapable of running the payroll. No impact if DRF is functional.
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	Claim filing (additional or re-open) are done with these systems. Failure would overload the remaining options.
	Establish web (Internet) access. Ensure IWD web site is functional.	If phone and IVR are non-functional the Internet option of filing would become critical in being able to maintain service to the customer.
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	The ability to make monetary and non-monetary determinations of eligibility to receive benefits would stop completely until these functions are restored.
	Fax capability, access to scheduling database, form printing, imaging of documents.	Non-monetary determinations are dependant on these systems. Slightly longer time frame for recovery without major impact.
3	None	
4	None	

APPENDIX A-1

IWD ESSENTIAL FUNCTION #1 – INFORMATION TECHNOLOGY SUPPORT

Step 2 – Categorize each Essential Function based on the impact of not continuing the function.

Prioritized Essential Functions (Rank order ALL identified functions)

Tiered Rating: 1 – 2 – 3 – 4

Worksheet – Function Tier and Impact

Tier	Function	Impact if this Function is NOT Continued
1	None	
2	Mainframe application recovery	Inability to pay UI benefits to eligible claimants.
	Recover VRU capabilities and its connectivity to the mainframe application.	If mainframe application is accessible, and VRU is not, all weekly claims for benefits by eligible claimants would have to be manually entered by staff.
	Establish web (Internet) access.	Inability to pay claimants. Part of the process of actually issuing payments is approval of the Federal Government of the accounting data used to draw the funds. This is accomplished via the Internet.
	Confirm availability of vendor.	Vendor is back up plan in case DRF would be incapable of running the payroll. No impact if DRF is functional.
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	Majority of claims filed (initial, additional and re-open) are done with these systems. Failure would overload the 2 remaining options of Internet filing, or in-person at a WDC.
	Establish web (Internet) access. Ensure IWD web site is functional.	If phone and IVR are non-functional the Internet option of filing would become critical in being able to maintain service to the customer. If phone and IVR are operational the impact of loss of Internet web site is <20% of claims filed.
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	The ability to make monetary and non-monetary determinations of eligibility to receive benefits would stop completely until these functions are restored.
	Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	Non-monetary determinations are dependant on these systems. Slightly longer time frame for recovery without major impact.
3	None	
4	None	

Complete the process for all identified functions

Step 3 -- Rank Order Essential Functions based on time. You must now prioritize each essential function based on the amount of time you can go without that function. In other words, what is the maximum amount of time allowed before bringing that function back on-line?

Worksheet – Criticality Codes

AAA – AA – A – B – C – D

Tier	Function	Maximum Time Allowed Before Bringing Function Back On-line	Priority Code
1	None		
2	Mainframe application recovery	3 to 7 days	A
	Recover VRU capabilities and its connectivity to the mainframe application.	3 to 7 days	A
	Establish web (Internet) access.	3 to 7 days	A
	Confirm availability of vendor.	3 to 7 days	A
	Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	3 to 7 days	A
	Establish web (Internet) access. Ensure IWD web site is functional.	3 to 7 days	A
	Printing capability by Data Processing. Mailing of documents to claimants and employers.	3 to 7 days	A
	Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	3 to 7 days	A
3	None		
4	None		

Step 4 - Delineate Tasks required to accomplish each function identified above

Worksheet – Function-Associated Tasks

Goal #1	Associated Tasks
Function #1.1 Mainframe application recovery	
Task 1.1.1	Establish CICS applications
Task 1.1.2	Enable Batch jobs
Task 1.1.3	Establish MQ Series Connection
Function #1.2 Recover VRU capabilities and its connectivity to the mainframe application	
Task 1.2.1	Establish CICS applications
Task 1.2.2	Establish IVR Applications.
Function # 1.3 Establish web (Internet) access.	
Task 1.3.1	Establish Internet environment
Task 1.3.2	Establish Intranet environment
Function # 1.4 Confirm availability of vendor	
Task 1.4.1	Establish Benefits payment vendor
Task 1.4.2	Establish Direct deposit service
Task 1.4.3	Media notification
Goal #2	Associated Tasks
Function #2.1 Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
Task 2.1.1	Establish IVR Applications.
Task 2.1.2	Establish Intranet environment
Task 2.1.3	Establish UI Service Center telephone environment.
Task 2.1.4	Establish Domino applications
Task 2.1.5	Media notification
Function #2.2 Establish web (Internet) access. Ensure IWD web site is functional.	
Task 2.2.1	Establish Internet environment
Task 2.2.2	Establish Intranet environment
Task 2.2.3	Establish Domino applications
Goal #3	Associated Tasks
Function #3.1 Printing capability by Data Processing. Mailing of documents to claimants and employers.	
Task 3.1.1	Establish printing functions
Task 3.1.2	Establish mailing functions
Task 3.1.3	Establish CICS applications
Task 3.1.4	Enable Batch jobs
Function #3.2 Fax capabilities, access to Lotus Notes scheduling database, form printing, imaging of documents.	
Task 3.2.1	Enable Batch jobs
Task 3.2.2	Establish mailing functions
Task 3.2.3	Establish printing functions
Task 3.2.4	Establish CICS applications
Task 3.2.5	Establish Fact Finding functions
Task 3.2.6	Establish IVR Applications.
Task 3.2.7	Establish Domino Applications
Function #3.3 After returns to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
Task 3.3.1	Establish disaster claims processing functions

Step 6 - Delineate resources required to accomplish each task identified above.

Worksheet – Tasks and Required Support Elements: Table 1

Tasks to Accomplish Function	Personnel and/or Special Skills
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS environment	Mainframe Technical Team ICN
1.1.2 Enable Batch jobs	Mainframe Technical Team
1.1.3 Establish MQ Series Connection	Network Technical Team
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Mainframe Technical Team ICN
1.2.2 Establish IVR Applications.	Communications Team ICN
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	Network Technical Team ICN
1.3.2 Establish Intranet environment	Network Technical Team
Function #1.4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	UI Benefits Team
1.4.2 Establish Direct deposit service	UI Benefits Team
1.4.3 Media Notification	HQ Mgmt Team
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe application	
2.1.1 Establish IVR Applications	Communications Team ICN
2.1.2 Establish Intranet environment	Network Technical Team
2.1.3 Establish UI Service Center Telephone environment	Communications Team
2.1.4 Establish Domino applications	Network Technical Team
2.1.5 Media Notification	HQ Mgmt Team
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Network Technical Team ICN
2.2.2 Establish Intranet environment	Network Technical Team
2.2.3 Establish Domino Applications	Network Technical Team
Function #3.1: Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Mainframe and Network Technical Teams
3.1.2 Establish mailing functions	UI Benefits Team
3.1.3 Establish CICS applications	Mainframe Technical Team
3.1.4 Enable Batch jobs	Mainframe Technical Team
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable batch jobs	Mainframe Technical Team
3.2.2 Establish mailing functions	UI Benefits Team
3.2.3 Establish printing functions	Mainframe and Network Technical Team
3.2.4 Establish CICS applications	Network Technical Team
3.2.5 Establish Fact Finding functions	UI Benefits Team

3.2.6 Establish IVR Applications	Communications Team
3.2.7 Establish Domino Applications	Network Technical Team
Function #3.3: After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions	UI Benefits Team

Worksheet – Tasks and Required Support Elements: Table 2

Tasks to Accomplish Function	Equipment and/or Systems
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the “IT Standard Operating Procedures/3.Applications Development/System Documentation” for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.2 Enable Batch Jobs	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Enable JES2 Batch jobs as documented in the “IT Standard Operating Procedures/3.Applications Development/System Documentation” for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.3 Establish MQ Series Connection	Equipment: Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: MQ Series interfaces for distributed and mainframe.
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the “IT Standard Operating Procedures. Intranet environment recovery at alternative

	<p>site as documented in the IT Standard Operating Procedures</p> <p>Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems:</p> <p>DBRO</p> <p>KCCO</p>
1.2.2 Establish IVR Applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p> <p>Systems: IVR Continued Claims</p>
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	<p>Reference ICN plans regarding relocation of IWD Internet Ethernet connection.</p> <p>Internet environment recovery at alternative site as documented in the IT Standard Operating Procedures.</p>
1.3.2 Establish Intranet environment	<p>Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures.</p> <p>Add'l equipment TBD by ICN to connection to existing IWD WAN and Capitol Complex Campus.</p>
Function #1.4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	<p>DAS SAE, is the contact for confirmation. If DRF is incapable of completing benefit payment process, the alternate vendor (ITE) would be called to service. Direct deposit of benefit payments may have to be suspended depending on the nature of the emergency. Direct deposit suspension would require media notification to claimants.</p>
1.4.2 Establish Direct Deposit service	<p>If the alternate vendor is activated, direct deposit of benefit payments may have to be suspended, depending on the nature of the emergency.</p>
1.4.3 Media Notification	<p>In the event that direct deposits of benefit payment has to be suspended, statewide media notification (TV, newsprint, radio) would inform claimants that all payments would be made by warrant (check) for the duration of the emergency and recovery.</p>
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe application.	
2.1.1 Establish IVR Applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p>

	Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site. Systems: IVR Continued Claims
2.1.2 Establish Intranet environment	Reference ICN plans regarding relocation of IWD Internet Ethernet connection. Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures
2.1.3 Establish UI Service Center telephone environment	Reference ICN plans regarding IVR applications and connectivity via phone lines to UISC. Systems: IVR Continued Claims
2.1.4 Establish Domino applications	Domino application recovery as documented in the IT Standard Operating Procedures
2.1.5 Media Notification	HQ Mgmt Team
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Internet environment recovery at alternative site as documented in the IT Standard Operating Procedures
2.2.2 Establish Intranet environment	Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures
Function #3.1: Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Form 201A
3.1.2 Establish mailing functions	Form 201A
3.1.3 Establish CIC transactions	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures." Intranet environment recovery at alternative site as documented in the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: DAWG K201 SIR1 NMRO Form 201A
3.1.4 Enable Batch jobs	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures." Enable JES2 Batch jobs as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: Form 201A

	SIR1 NMRO
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable Batch jobs	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Enable JES2 Batch jobs as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for required systems
3.2.2 Establish mailing functions	Fact finding investigation report
3.2.3 Establish printing functions	Notice of Job Insurance Fact-finding (form 65-5315)
3.2.4 Establish CICS applications	Equipment: Mainframe environment recovery at alternative site as documented in the "IT Standard Operating Procedures. Intranet environment recovery at alternative site as documented it the IT Standard Operating Procedures Systems: Enable CICS transactions as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: SIR1 NMRO
3.2.5 Establish Fact Finding functions	Scheduling database. Lotus Notes
3.2.6 Establish IVR Applications	Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers. Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site. Systems: IVR Initial Claims
3.2.7 Establish Domino applications	Domino application recovery as documented in the IT Standard Operating Procedures Scheduling Database
Function #3.3: Claims may be taken and paid and then separation and other issues identified and adjudicated when normal operations resume.	
3.3.1 Establish disaster claims processing functions.	Input all new, or additional claims as "immediate release" to invoke payment of benefits. Employer protests would be addressed and adjudicated as soon as possible when operational conditions are met.

Worksheet – Tasks and Required Support Elements: Table 3

Tasks to Accomplish Function	Vital Records and/or Databases
Function #1.1: Mainframe application recovery	
1.1.1 Restore databases for CICS	Restore databases as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: UI Continued Claims UI Payments UI Flags UI Employer Chargebacks UI Overpayments
1.1.2 Restore databases for IVR Continued claims	Restore files and databases as documented in the "IT Standard Operating Procedures/3.Applications Development/System Documentation" for the following systems: UI Continued Claims

Worksheet – Tasks and Required Support Elements: Table 4

Tasks to Accomplish Function	Facilities & Infrastructure
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS applications	Mainframe alternative site Processing cycles Storage
1.1.2 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files
1.1.3 Establish MQ Series Connection	Core Intranet: (1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library
Function #1.2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	Mainframe alternative site Processing cycles Storage
1.2.2 Establish IVR applications	Reference ICN plans regarding incoming

	<p>phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p>
Function #1.3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	<p>Network:</p> <p>Equipment: (1) Cisco 1841 Router (1) Cisco 3550 Switch (6) HP Blade Servers HP Blade Enclosure HP Blade Rack</p>
1.3.2 Establish Intranet environment	<p>Core Intranet:</p> <p>(1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library</p>
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
2.1.1 Establish IVR applications	<p>Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers.</p> <p>Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.</p>
2.1.2 Establish Intranet environment	<p>Core Intranet:</p> <p>(1) Cisco 6500 Level 3 switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN Concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library</p>
2.1.3 Establish UI Service Center telephone environment	Reference ICN plans regarding connectivity from IVR platform to UI Service Center

2.1.4 Establish Domino Applications	UI Service Center application
Function #2.2: Establish Web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	Network: Equipment: (1) Cisco 1841 Router (1) Cisco 3550 Switch (6) HP Blade Servers HP Blade Enclosure HP Blade Rack
2.2.2 Establish Intranet environment	Core Intranet: (1) Cisco 6500 Level 3switch (2) Cisco 7206 WAN routers (1) Cisco 4500 switch (1) Cisco V 3015 VPN concentrator (2) Firewall appliances – Internet and Campus ICN connection to Mainframe alternative site Server Farm: (9) HP 20p Blade Servers (11) HP 30p Blade Servers (2) HP Blade enclosures (1) HP Blade 42u rack HP EVA 3000 SAN HP TL891 Tape Library
2.2.3 Establish Domino Applications	Internet Claim application
Function #3.1 Printing capability by Data Processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	Daily back up to tape occurs nightly after batch processing. Tapes are taken off-site and stored. Any printing vendor that uses a JES2 operating system and either an AFP or VPS printer format (very common) could be utilized to carry out the printing of the required documents.
3.1.2 Establish mailing functions	There are several pieces of equipment used to prepare and mail indicated forms to claimants and employers. Folding Machine (tabletop), Burster / Trimmer, Pressure Sealer / Burster / Trimmer, Penalty (Federal) Postage Meter. All functions except the Penalty Postage Meter could be easily outsourced. Mail Services, in Des Moines, has the capability. If the Penalty Postage Meter is a total loss, damaged, or unavailable, manual application of Penalty stamps is the only option.
3.1.3 Establish CICS applications	Mainframe alternative site Processing cycles Storage
3.1.4 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files

Function #3.2 Fax capabilities, access to Lotus Notes scheduling database, form

printing, imaging of documents.	
3.2.1 Enable Batch jobs	JES2 Job Scheduling system JCL Job resources - files
3.2.2 Establish mailing functions	There are several pieces of equipment used to prepare and mail indicated forms to claimants and employers. Folding Machine (tabletop), Burster / Trimmer, Pressure Sealer / Burster / Trimmer, Penalty (Federal) Postage Meter. All functions except the Penalty Postage Meter could be easily outsourced. Mail Services, in Des Moines, has the capability. If the Penalty Postage Meter is a total loss, damaged, or unavailable, manual application of Penalty stamps is the only option.
3.2.3 Establish printing functions	Daily back up to tape occurs nightly after batch processing. Tapes are taken off-site and stored. Any printing vendor that uses a JES2 operating system and either an AFP or VPS printer format (very common) could be utilized to carry out the printing of the required documents.
3.2.4 Establish CICS applications	Mainframe alternative site Processing cycles Storage
3.2.5 Establish Fact Finding functions	Scheduling database. Lotus Notes
3.2.6 Establish IVR Applications	Reference ICN plans regarding incoming phone lines for IVR, both toll and local numbers. Reference ICN plans regarding IVR applications and connectivity from IVR platform to mainframe at alternative site.
3.2.7 Establish Domino applications	Scheduling database
Function #3.3 After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions	Input all new, or additional claims as "immediate release" to invoke payment of benefits. Employer protests would be addressed and adjudicated as soon as possible when operational conditions are met.

Worksheet – Tasks and Required Support Elements: Table 5

Tasks to Accomplish Function	Time required to perform task
Function #1.1: Mainframe application recovery	
1.1.1 Establish CICS environment	3 to 7 days
1.1.2 Enable Batch jobs	3 to 7 days

1.1.3 Establish MQ Series Connection	3 to 7 days
Function #1. 2: Recover VRU capabilities and its connectivity to the mainframe application.	
1.2.1 Establish CICS applications	3 to 7 days
1.2.2 Establish IVR Applications	3 to 7 days
Function #1. 3: Establish web (Internet) access.	
1.3.1 Establish Internet environment	3 to 7 days
1.3.2 Establish Intranet environment	3 to 7 days
Function #1. 4: Confirm availability of vendor.	
1.4.1 Establish Benefits payment vendor	3 to 7 days
1.4.2 Establish Direct deposit service	3 to 7 days
1.4.3 Media notification	3 to 7 days
Function #2.1: Recover telephone connections, IVR capability and its connectivity to the mainframe applications.	
2.1.1 Establish IVR Applications	3 to 7 days
2.1.2 Establish Intranet environment	3 to 7 days
2.1.3 Establish UI Service Center telephone environment	3 to 7 days
2.1.4 Establish Domino applications	3 to 7 days
2.1.5 Media notification	3 to 7 days
Function #2.2: Establish web (Internet) access. Ensure IWD web site is functional.	
2.2.1 Establish Internet environment	3 to 7 days
2.2.2 Establish Intranet environment	3 to 7 days
2.2.3 Establish Domino applications	3 to 7 days
Function #3.1: Printing capability by data processing. Mailing of documents to claimants and employers.	
3.1.1 Establish printing functions	3 to 7 days
3.1.2 Establish mailing functions	3 to 7 days
3.1.3 Establish CICS applications	3 to 7 days
3.1.4 Establish Batch jobs	3 to 7 days
Function #3.2: Fax capability, access to Lotus Notes scheduling database, form printing, imaging of documents.	
3.2.1 Enable Batch jobs	3 to 7 days
3.2.2 Establish mailing functions	3 to 7 days
3.2.3 Establish printing functions	3 to 7 days
3.2.4 Establish CICS applications	3 to 7 days
3.2.5 Establish Fact Finding functions	3 to 7 days
3.2.6 Establish IVR Applications	3 to 7 days
3.2.7 Establish Domino Applications	3 to 7 days
Function #3.3: After return to normal operations, separation and other issues need to be identified and adjudicated after normal operations resume.	
3.3.1 Establish disaster claims processing functions.	3 to 7 days

In the event the near-site is unavailable, shifting to a far-site would involve the following changes to the above plan.

Functions	Description
Goal #1: Continue unemployment insurance benefit payments to eligible individuals.	
Function 1.1	No Changes
Function 1.2	No Changes
Function 1.3	No Changes
Function 1.4	No Changes
Goal #2: Maintain ability to accept initial and/or additional claims for unemployment benefits.	
Function 2.1	<p>Place recorded message on the toll free and local phone number to the UI Service Center stating that the UISC is currently unavailable and that callers should contact their local Workforce Development Center or visit the website.</p> <p>State wide media notification to claimants that the toll free and Des Moines local telephone numbers for filing a claim and making an inquiry are temporarily unavailable.</p> <p>Claimants would be instructed to utilize one of the two remaining options: go in person to the nearest local office (least desirable) or utilize the IWD website (most desirable) from any computer with an internet connection. New claims, re-opened claims, additional claims and general inquiries can all be done via the website.</p> <p>Local WDC offices are limited on space, computer terminals and phone lines. Service Center staff would be temporarily assigned to nearby local offices that had space and equipment available. These Service Center staff persons would process the internet applications, which would increase greatly with the temporary loss of the Call Center.</p> <p>Recovery of the IVR and its connectivity to the mainframe would still have to occur.</p>
Function 2.2	No Changes
Goal #3: Maintain ability to make monetary and non-monetary determinations of issues surrounding claims for benefits.	
Function 3.1	No Changes
Function 3.2	<p>Scheduling of new fact-finding interviews would be suspended temporarily. Personnel in field offices assigned to fact-finding would clear the scheduled interviews from the call center before any new interviews would be scheduled. Investigation and Recovery field staff and Quality Control field staff would be available to assist with the fact-finding interviews. Scheduling and adjudication would resume as soon as recovery of the near-site or original location occurs.</p>
Function 3.3	<p>Depending on the nature of the problem, claims may be taken and paid and then when normal operations resume, separation and other issues identified and adjudicated. This would result in additional overpayment processing but would serve the client and ensure that claim taking continued. All centers will have a supply of forms on hand so that claims can be taken.</p>



Friday, March 16, 2007

To: All Potential Bidders
Re: RFP 807309S470 IWD COOP COG

AMENDMENT ONE

Please amend the subject RFP to include answers to the following 22 timely received questions:

Q1: Re: In Section 3.2.1: (d) Provide knowledge transfer to identified IWD staff to ensure ongoing maintenance of COOP COG plan and resources including exercise testing and staff skill transfer required as a result of turnover. (QUESTION) Approximately how many resources can GP expect to train (5, 50, 500 ???)

A: We estimate 50 to 60 resources

Q2: Re: In Section 3.2.1: (e) Conduct recovery exercise using developed training materials that are comprehensive and exhaustive so that all aspects of the plan are be tested. 1. The exercises will be conducted with private and public sector partners within the State of Iowa. 2. The exercises should be contributed to, in a significant manner, by staff from all required business and support units within the organization. (QUESTION): approximately how many resources can GP expect to participate in the exercise? (10, 50, 150 ???)

A: We estimate 50 to 60 resources

Q3: Re: In Section 3.2.1: (h) Teach Iowa Workforce Development staff identified in Iowa Workforce Development's COOP COG Plan all processes related to recovery of the critical function. (Question): Can GP receive a copy of the Iowa Workforce Development's COOP COG Plan for review?

A: The successful vendor will be provided access to IWD's COOP COG Plan upon agreeing to IWD's confidentiality standards. Appendix A and A-1 attached to the RFP explains processes related to recovery of the Unemployment Benefit Payment Process.

Q4: Please clarify if the various plan names identified in the RFP are all referring to the same documented plan / processes /procedures, i.e., there is "Iowa Workforce Development's comprehensive business continuity plan on page 11 of 58, section 3.2.1, first sentence", "COOP COG plan on page 11 of 58, section 3.2.1, item d and h", and "formal recovery plan on page 12 of 58, section 3.2.2, item b." Do these refer to appendix A? What other materials are available to assist us in scoping this project more precisely?

- A: Yes! The successful vendor will be provided access to IWD's COOP COG Plan upon agreeing to IWD's confidentiality standards. Appendix A and A-1 attached to this RFP explains processes to recovery of the Unemployment Benefit Payment Process.
- Q5: Re: Section 3.2.1, item e) 1.: The exercises will be conducted with private and public sector partners within the State of Iowa. How many exercises? What duration? Who are the private and public sector partners that will be included in the exercises?
- A: The successful vendor will recommend the number of appropriate exercises. Public Sector includes ICN, ITE (DAS), Homeland Security and Revenue and Finance. Possible private sector vendors may be needed for mail or check processing services.
- Q6: Re: Section 3.2.1, item e) 2.: The exercises should be contributed to, in a significant manner, by staff from all required business and support units within the organization. What are the required business and support units?
- A: Business and support units are people who compose the teams listed on the Task and Required Supports Elements Table in Appendix A.
- Q7: Re: Section 3.2.1 item f: Ensure that training materials outline all processes and procedures necessary to recover the critical function of payment of Unemployment Insurance Benefits. How are the current detailed processes and procedures documented? Appendix A provides General IT recovery process and some business processes. Are these the only processes and procedures needed to recovery the critical function of payment of Unemployment Insurance Benefits?
- A: Current IWD processes and procedures are documented in Appendix A and A-1. Processes are dependent on public sector partners recovery plans execution.
- Q8: Re: Section 3.2.1 item h: Teach Iowa Workforce Development staff identified in Iowa Workforce Development's COOP COG Plan all processes related to recovery of the critical function. How many staff / departments / teams are identified in Iowa Workforce Development's COOP COG Plan? Where are the processes to support the plan documented today? Is this documentation available?
- A: We estimate 50-60 resources required for this exercise. The successful vendor will be provided access to IWD's COOP COG Plan upon agreeing to IWD's confidentiality standards. Appendix A and A-1 attached to this RFP explains processes related to recovery of the Unemployment Benefit Payment Process.
- Q9: Re: Section 3.2.1 item i: Develop and conduct simulations of disruptive events....that personnel can handle the work, that needed supplies are available and that the alternate facility can be adapted to the contingency. Please explain what the current operating environment (i.e., computer systems, applications, data and databases, people resources, office workspaces, network, telephony infrastructure, business operation processes or procedures) is for payment of Unemployment Insurance Benefits and what the implemented disaster recovery solution is. What resources (personnel, systems, storage, facility, network, etc.) have been pre-positioned at the alternate facility?

- A: IWD's current operating environment is included in Appendix A and A-1. The successful vendor will determine appropriate scenarios which will help identify necessary resources.
- Q10: Re: Section 3.2.1 item j: Ensure that every part of the procedures included as part of the recovery process was tested to ensure validity and relevance. How many procedures are included as part of the recovery process? Are these procedures documented?
- A: The procedures to be included are documented in the attached Appendices.
- Q11: Re: Section 3.2.1 item k: Evaluate above staff in their performance of recovery training exercise(s). How many staff will be involved in the recovery training exercise(s)? What are their responsibilities?
- A: 50-60 people whose responsibilities are documented on page 48 of RFP.
- Q12: Re: Section 3.2.1 item l: Develop after action reports....by the completion date of the contract February 28, 2008. Section 6.2 Contract Length stated the contract end on April 30, 2008. Please clarify which date is the correct date for Section 3.2.1 item l. Also section 3.2.3 item d. has 2/29/2007 as the due date.
- A: We apologize for the typos which caused confusion. Our intent is that the work will be completed by February 28, 2008.
- Q13: Re: Section 3.2.2 Deliverables item b: Documented and tested formal recovery plan. This deliverable differs from Section 1.1 Introduction which stated that "The purpose of this RFP is to solicit proposals from qualified service providers to create and execute a business continuity recovery test plan." Please clarify the deliverable required for the RFP.
- A: Our expectation is that the vendor will review our documented processes, identify the number and types of events that could disrupt our critical function, utilize our documented processes to develop, conduct and document a tabletop exercises, train the teams to carry out the exercises and provide a written summary/analysis of the success/failure of the exercises, and provide us with a package that we can use to conduct future exercises to train future staff tasked with these responsibilities. Please refer to 3.2.2 on page 12.
- Q14: Re: Section 3.2.2 Deliverables item f: Knowledge transfer to identified IWD staff. This deliverable is related to Section 3.2.1 item d. How many IWD staff are involved to maintain the COOP COG plan and resources and need be involved with this project for knowledge transfer to occur? What are the specific deliverables required to complete "knowledge transfer"?
- A: IWD's COOP COG Coordinators will be able to conduct exercises and transfer the vendor's methodology to the other critical functions so those can be tested and validated. Please refer to 3.2.2 a.

- Q15: Re: Section 3.1.2. Subsection D: How many IWD staff members have been identified as having a high likelihood of being compromised in the event of a disaster? If not presently identified, please provided the estimated number of such executives?
- A: The number of IWD staff members with a high likelihood of being compromised is dependent on the type of event and location(s) affected. We estimate 50-60 staff, which may include all levels of responsibility and decision making being involved in the exercises.
- Q16: Re: Section 3.1.2. Subsection D: Is the Department requesting training for all identified personnel or is the Department requesting a train the trainer approach?
- A: Our expectation is that the vendor will review our documented processes, identify the number and types of events that could disrupt our critical function, utilize our documented processes to develop, conduct and document a tabletop exercises, train the teams to carry out the exercises and provide a written summary/analysis of the success/failure of the exercises, and provide us with a package that we can use to conduct future exercises to train future staff tasked with these responsibilities. Please refer to 3.2.2 on page 12.
- Q17: Re: Section 3.1.2. Subsection E, Sub Subsection 2: Please define the number of individual persons who will be “contributed to” this exercise from business and support units within the organization? Please provide a list of support units who will be involved?
- A: We are requesting training for the 50-60 staff above plus written documentation to be used by COOP-COG Coordinators to train future staff, i.e. train the trainer.
- Q18: Re: Section 3.1.2. Subsection I: Please specify the number and types of events that are required to be included in this simulation. Some example event types are: Earthquake, Truck bomb, Potential bio hazard, Potential radiological hazard, Impact from air plane, Impact from surface vehicle, Flooding, Fire, Etc.
- A: The successful vendor will determine appropriate scenarios which will help identify necessary resources.
- Q19: Have alternate facilities for use during a disaster already been located?
- A: Yes
- Q20: If not will such facilities be selected as part of this contract?
- A: No
- Q21: Re: Section 3.1.2. Subsection m: Please clarify if as stated in section m, “The vendor will not make logistical arrangements or be responsible for establishing the backup technical environment, ie. renting facilities, ordering or paying for food or reimbursing participants’ travel”. Does this mean that the costs of these logistics and relocation processes including backup environment, facilities and furniture rental etc. are separate from the stated \$100,000.00 proposal not to exceed amount in 4.4 and 2.9.10.

A: The vendor will use the back-up technical environment outlined in the COOP COG Plan to develop the exercises. The exercises will be done in our facilities. We aren't going over the \$100,000 figure.

Q22: Re: Section 3.2.2. Subsection D: Please define what certifications are specifically required as requested in this item.

A: Training that meets industry accepted best practices, i.e. Standard Emergency Management System (SEMS) or National Incident Management System (NIMS).

Sincerely,

Ashley Super, PA III
Department of Administrative Services
General Services Enterprise
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105
Phone: 515-281-7073
Email: ashley.super@iowa.gov



400 Locust Street
Des Moines, IA 50309

March 30, 2007

Ms. Ashley Super
Purchasing Agent III
Iowa Department of Administrative Services
GSE Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105

Dear Ms. Super:

IBM is delighted to respond to RFP 807309S470. Our relationship with Iowa Workforce Development is long-lived and we look forward to the opportunity to assess their ability to recover their existing systems in the unfortunate event of a long-term outage.

We look forward to addressing any issues or questions you may have with our response.

Sincerely,

A handwritten signature in black ink, reading "Amy J. Brockhohn". The signature is fluid and cursive, with the first name "Amy" and last name "Brockhohn" clearly visible.

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector



The Iowa Department of Administrative Services
Iowa Workforce Development
Request For Proposal 807309S470
PUBLIC COPY

Amy J. Brockhohn
ajbrock@us.ibm.com
3512 Swallow Ct. NE
Cedar Rapids, IA 52402
515-283-2872 (Office/Voicemail/FAX)
319-270-3993 (Cell Phone)

March 28, 2007



Table of Contents

Executive Summary	1
Technical Proposal.....	3
3.2.1 Scope of Work	3
3.2.2 Deliverables:	13
3.2.4 Project Closing:.....	14
Attachment 1	23
Attachment 2	24
Attachment 3	25
Attachment 4	27
Attachment 5	28
Attachment 6	29
Attachment 7	30
Attachment 8	31

Executive Summary

Our Understanding of Your Goals

The IBM team understands the unique challenges surrounding disasters and the requirements to recovery critical business functions in a timely manner.

We appreciate the opportunity to apply our experience towards assisting the State of Iowa Workforce Development to meet the goals in this Business Continuity Recovery Test Plan project.

IBM understands the Iowa Workforce Development's goals are to have a formal test plan for the IWD COOP COG Plan, receive documented training materials that IWD Staff can use for future training needs, and foremost, an exercised IWD COOP COG Plan to assure the IWD Officials that the critical function of payment of unemployment benefits is recoverable; that personnel assigned can handle the work; that needed supplies are sufficient and available, and that the alternate facility can be adapted to the contingency.

Our Approach to Meeting Your Goals

IBM can bring to this project industry leading and recognized experts in business continuity planning, training, and conducting exercises. The team we have identified will be able to draw on extensive knowledge, skill, and experience to assist the State of Iowa in achieving and exceeding the identified objectives.

We help our clients to develop a comprehensive training, exercising and maintenance program designed to maintain our clients' capability to recovery their critical business operations and minimize the effects of events that can disrupt the reliable and timely flow of their products and services to the marketplace.

The following is our methodology specific for this project:

1. Project Execution: Planning and Initiation is a critical step to manage a project. IBM will provide a detailed project plan; monthly status reports and work closely with the IWD assigned Project Manager in performing the project initiation activities.
2. Develop Training Materials based on the documented IWD COOP COG Plan and inputs from the IWD's subject matter experts for the staffs that have to execute the plan to recovery the critical function of payment of unemployment benefits. To ensure that the training materials are comprehensive and exhaustive, the Training Materials will include 7 modules, an Overview Module and six Recovery Team Modules. The six Recovery Team Modules are for the Mainframe Technical Team, ICN, Network Technical Team, Communications Team, IO Benefits Team, and HQ Management Team.
3. Document the staff training certification methodology to allow IWD COOP COG Coordinators to conduct future trainings and exercises and certify those staffs that have participated.

4. We will develop a Formal Recovery Test Plan with the IWD COOP COG Coordinators. The Formal Recovery Test Plan provides the guidance to the IWD COOP COG Coordinators on the process of planning an exercise, selecting the type of exercises, setting exercise's goals and objectives, establishing measurement criteria, and recommending frequency of exercises.
5. IBM will conduct one Overview Training Session for the recovery staff using the Overview Module. The Overview Training Session's goal is to ensure the recovery staff is familiar with the documented IWD COOP COG Plan as well as the common logistics that everyone needs to know, i.e., communication, interaction between the teams, location of the Command Center, Alternate Facilities, etc.
6. IBM will then conduct up to six Recovery Team Training Sessions, one session per recovery team using the appropriate Recovery Team Training Module. In the Recovery Team Training Session, we will review all the processes and procedures that the recovery team has to execute to ensure the recovery staffs are knowledgeable of the recovery activities that they are expected to perform.
7. We will use the Formal Recovery Test Plan to design and conduct one tabletop exercise with the IWD COOP COG Coordinators that includes disaster scenario and injections. The goal of the tabletop exercise is to ensure the recovery teams become familiar with the notification, communication, coordination of activities, and the recovery processes. The recovery teams have to demonstrate their knowledge and understanding of the recovery processes and procedures by verbalizing the recovery tasks. They will demonstrate their knowledge of the IWD COOP COG Plan by locating the appropriate section or page where their processes and technical recovery procedures can be found. Exercise reinforces the training that the recovery personnel have received. We will observe the interactions of the recovery teams; note issues discussed, and document our evaluation of the recovery exercise using the Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action report/improvement plan (AAR/IP).
8. IBM will also work with the IWD COOP COG Coordinators in evaluating and issuing the Certification of Staff Trained to the participating IWD staffs.

Our extensive consulting experiences have enabled our team to develop a well-defined business continuity recovery Training and Exercise Model that will assist IWD with the future exercises and training of staffs.

IBM's world class Project Management methodology will be used to manage the entire project. Our project manager will provide the project leadership; in coordination with the IWD Project Manager to ensure the project is completed to IWD's satisfaction.

In response to IWD's requirements to provide a Business Continuity Recovery Test Plan for Unemployment Benefit Payment Process, IBM is pleased to respond to this RFP with the consulting services detailed in the remainder of this response. IBM feels we are fully qualified to deliver this project to meeting your business requirements. We also know that our ability to leverage the knowledge of the IBM team and Intellectual Capital gained from our extensive experience with thousands of clients, fully prepares IBM to complete this project on-time, on-budget, and with reduced risk.

Technical Proposal

Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and Proposed Contract.

IBM's response to your RFP is made with the understanding that the terms and conditions of the previously agreed upon IBM Customer Agreement No. CT2825MV dated 2/26/01 between the State of Iowa and IBM (ICA), along with any applicable Attachments and Transactions Documents shall be controlling and shall govern any resultant award ensuing from the RFP #807309S470. This response is made solely under the terms and conditions of those documents.

Some customers do have unique contractual requirements, and IBM is always willing to negotiate modifications to the terms and conditions of the ICA on a case-by-case basis to be made at the transaction level. Accordingly, if IBM is awarded the business, IBM is willing to negotiate modifications to the proposed terms and conditions with the understanding that material modifications may affect the price. For information purposes, IBM has attempted to respond to various specific terms of the RFP, however, IBM's failure to respond to any term should not necessarily be construed as acceptance of the same.

3.2.1 Scope of Work

Using Iowa Workforce Development's comprehensive business continuity plan to restore the critical function of payment of Unemployment Insurance Benefits, the service provider shall:

a) Provide, if available and relevant, examples of previously completed Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after action reports (AAR) for review by the evaluation committee.

IBM Response:

IBM understands IWD's requirement to use HSEEP complaints AAR/IP. IBM will use the HSEEP compliant AAR/IP to document our evaluation of the IWD COOP COG Plan recovery exercise.

Redacted for the public copy.

b) Develop tangible training materials that address all aspects of recovery, data and physical integrity, and safety and conform to Business Continuity and Business Recovery Industry Standards.

IBM Response:

IWD Staff from all required business and support units within the organization should be made aware of their roles and responsibilities after a disaster has been declared. It should be clear as to how employees will be communicated to, how they will communicate with their Management Team, and what is expected of them.

IBM will:

Redacted for the public copy.

4. Submit the draft Training Materials to the State of Iowa team (one edit)
5. Submit final Training Materials to the State of Iowa team

Completion Criteria

This activity will be considered complete when the final Training Materials are delivered to the State of Iowa

Deliverable Materials:

Iowa Workforce Development Approved Tangible Training Materials (referred to as Training Materials in IBM Response)

IBM Deliverables Overview – Iowa Workforce Development Approved Tangible Training Materials

Purpose: Provide Training Materials based the IWD COOP COG Plan

Delivery: One soft copy of the Iowa Workforce Development Approved Tangible Training Materials will be delivered to the State of Iowa Workforce Development Project Manager.

Redacted for the public copy.

State of Iowa Responsibilities for Delivery Activities

You agree to:

- Provide documented IWD COOP COG Plan
- Assign and provide sufficient time for the IWD subject matter experts who designed, developed, and documented the IWD COOP COG Plan to work with the IBM project team in developing the training materials.
- Provide reference information (location of the procedures, supplies, forms, etc., who is authorized to access them, quantities that have been set aside, etc.) for the

processes and procedures, supplies, forms, or any other resources needed for the successful resumption of the Unemployment Benefit Payment Process

- Provide timely (five days) feedback on the draft Training Materials

c) Provide training materials that clearly define the objectives and scope of the exercise.

IBM Response:

IBM will work with identified IWD COOP COG Plan Coordinators to develop a Formal Recovery Test Plan that is appropriate for the IWD COOP COG Plan. The objective of the Formal Recovery Test Plan is to describe how to plan an exercise so that recovery exercises may be accomplished in a consistent and coherent manner. IBM will train the IWD COOP COG Coordinators to use the Formal Recovery Test Plan to:

1. Determine the type of Exercise to conduct
2. Determine the scope of the exercise
3. Identify the objectives
4. Establish measurement criteria
5. Identify recovery teams participants
6. Identify recovery resources required
7. Estimate exercise planning timeline that includes
 - When to notify recovery teams participants
 - When to conduct pre-exercise meeting with participants
 - When to notify the external support organizations
 - Exercise duration
 - After Action Report/Improvement Plan (AAR/EP) documentation
 - When to conduct After Action Conference (AAC)

IBM and IWD COOP COG Coordinators will jointly plan an exercise using the Formal Recovery Test Plan. IBM will include the jointly planned exercise objectives and scope in the Iowa Workforce Development Approved Tangible Training Materials.

Completion Criteria

This activity will be considered complete when the exercise objectives and scope have been incorporated into the Iowa Workforce Development Approved Tangible Training Materials.

Deliverable Materials:

Iowa Workforce Development Approved Tangible Training Materials (referred to as Training Materials in IBM Response) with one additional item:

- Exercise objectives and scope

State of Iowa Responsibilities for Delivery Activities**You agree to:**

- Assign up to two (2) IWD COOP COG Coordinators to work with IBM in planning for the exercise
- Provide timely decision on date of exercise, scope, and objectives to IBM (5 days)

d) Provide knowledge transfer to identified IWD staff to ensure ongoing maintenance of COOP COG plan and resources including exercise testing and staff skill transfer required as a result of turnover.

IBM Response:

IBM expects the identified IWD COOP COG Coordinators to work jointly in all aspects of this project to ensure that they have first hand knowledge working with and under the guidance of experienced business continuity consultants on how to plan for and conduct exercises for the IWD COOP COG Plan.

Completion Criteria

This activity will be considered complete when the project end date is reached.

Deliverable Materials:

None.

State of Iowa Responsibilities for Delivery Activities**You agree to:**

- Assign the same IWD COOP COG Coordinator (up to two persons) to work with IBM throughout the entire project

e) Conduct recovery exercise using developed training materials that are comprehensive and exhaustive so that all aspects of the plan are be tested.

1. The exercises will be conducted with private and public sector partners within the State of Iowa.

2. The exercises should be contributed to, in a significant manner, by staff from all required business and support units within the organization.

IBM Response:

Redacted for the public copy.

Completion Criteria

This activity will be considered complete when the After Action Conference (AAC) is conducted.

Deliverable Materials:

After Action Report/Improvement Plan (AAR/EP)

IBM Deliverables Overview – After Action Report/Improvement Plan (AAR/EP)

Purpose: Provide a written record of the recovery exercise conducted using the IWD COOP COG Plan

Delivery: One soft copy of the After Action Report/Improvement Plan (AAR/EP) will be delivered to the State of Iowa Workforce Development Project Manager.

Content: Redacted for the public copy.

State of Iowa Responsibilities for Delivery Activities**You agree to:**

- Invite and ensure your subject matter experts, including but not limited to technical architects, application designers, telephony specialists, network engineers, etc. who developed the technical recovery procedures are present in the Overview Training Session, the appropriate Recovery Team Training Session, the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference. These subject matter experts whom developed the recovery processes and procedures are expected to answer and discuss details as necessary with the recovery staff, private and public sector business partners
- Invite and ensure staff from all required business and support units attend the Overview Training Session, the appropriate Recovery Team Training Session, the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference
- Assign the same IWD COOP COG Coordinator (up to two persons) to work with IBM throughout the entire project
- Designate IWD staffs to observe the recovery personnel throughout the entire Tabletop Exercise
- Invite and ensure private and public sector partners to attend the Overview Training Session, the Pre-exercise Meeting, the Tabletop Exercise, and the After Action Conference

- IWD will schedule and secure appropriate meeting facility for one (1) Overview Training Session with up to the sixty (60) participants for up to three (3) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) Mainframe Recovery Team Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) ICN Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) Network Technical Team Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) Communications Team Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) IO Benefits Team Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) HQ Management Team Training Session with up to ten (10) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) Pre-exercise Meeting with up to the sixty (60) participants for up to two (2) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) Tabletop Exercise with up to the sixty (60) participants for up to four (4) hours.
- IWD will schedule and secure appropriate meeting facility for one (1) After Action Conference with up to the sixty (60) participants for up to two (2) hours.
- Provide timely feedback to IBM (5 days) on the draft AAR/IP

f) Ensure that training materials outline all processes and procedures necessary to recover the critical function of payment of Unemployment Insurance Benefits;

IBM Response:

IBM will develop the training materials based on our experience and expertise in developing and conducting recovery plan exercises. We will review all processes and procedures documented in the IWD COOP COG Plan, work with your subject matter experts, and include them in the development of the recovery teams training modules as well as the recovery team training sessions. Our training materials are comprehensive and exhaustive (please see our response to requirements 3.2.1.c) and will outline all processes and procedures that are necessary for the recovery of your critical function. Please also see response for 3.2.1.b.

g) Provide developed training materials to Iowa Workforce Development which will become the property of the State of Iowa for use in any purpose the State of Iowa deems appropriate; and

As stated above in the Technical Proposal Section, the IBM Customer Agreement #CT2825MV, dated 2/26/01, previously agreed upon between the State of Iowa and IBM shall be the controlling terms and conditions for any resultant award from this proposal and shall govern this transaction.

Included in the above is the Ownership of Materials under which IBM shall be providing Type I Materials.

h) Teach Iowa Workforce Development staff identified in Iowa Workforce Development's COOP COG Plan all processes related to recovery of the critical function.

IBM Response:

IBM will use the Training Materials to teach the IWD staff identified in the IWD COOP COG Plan of the processes and procedures that they are responsible to execute in order to recovery the critical function. IBM will conduct a serious of training sessions to provide:

- Overview of the IWD COOP COG Plan
- Overview of all recovery teams
- Notification process
- Roles and responsibilities
- Overview of the recovery solution – location, hardware, network, and other resources
- Based on the IWD COOP COG Plan, outline all processes and procedures that are used to recover the critical function of payment of Unemployment Insurance Benefits
- Communication process with other recovery teams to address questions, problems, issues
- IWD COOP COG Plan Maintenance Responsibilities
- IWD COOP COG Plan Exercise Responsibilities
- IWD COOP COG Plan Certificate of Training

Please see our detailed description on how IBM will train, plan, facilitate, and document the exercise results in our response to requirement 3.2.1.e.

i) Develop and conduct simulations of disruptive events that include the destruction and disruption of all or major portions of existing resources and/or supporting systems. Simulations shall produce results which can be measured, evaluated, and are thorough enough to assure Iowa Workforce Development Officials that personnel can handle the work, that needed supplies are available and that the alternate facility can be adapted to the contingency, and;

IBM Response:

IBM and IWD COOP COG Coordinators will jointly plan the Tabletop Exercise using the Formal Recovery Test Plan. This includes the development of disaster scenario and injects that simulates disruptive events to be used during the Tabletop Exercise.

Please see our detailed description on how IBM will train, plan, facilitate, and document the exercise results in our response to requirement 3.2.1.e.

j) Ensure that every part of the procedures included as part of the recovery process was tested to ensure validity and relevance.

IBM Response:

IBM plans to facilitate the Tabletop Exercise by following all the processes and procedures that are documented in the IWD COOP COG Plan. When we developed the disaster scenario and injects, we will ensure that every part of the procedures in the IWD COOP COG Plan will be exercised by the appropriate recovery personnel. We will observe the actions of the recovery personnel and evaluate if the procedures are valid and relevant for the recovery and restoration of the Unemployment Benefit payment function.

Please see our detailed description on how IBM will train, plan, facilitate, and document the exercise results in our response to requirement 3.2.1.e.

k) Evaluate above staff in their performance of recovery training exercise(s)

IBM Response:

Leverage IBM consultant's expertise to document Certification Methodology that can be used to certify recovery personnel based on training sessions and participation observed in recovery exercises.

IBM will:

1. Develop a Certification Methodology
2. Submit the draft Certification Methodology to the State of Iowa team (one edit)
3. Submit final Written Certification Methodology to the State of Iowa team

4. Train the IWD COOP COG Coordinators in using the documented Certification Methodology to evaluate staffs performance.
5. Observe the actions performed by the recovery teams during the Tabletop Exercise
6. Note difficulties or deviations encountered by recovery personnel
7. Assess the performance of recovery staffs for those sections of the IWD COOP COG Plan that the staffs are responsible
8. Work with the IWD COOP COG Coordinator in completing the Certification of Staff Trained forms

Completion Criteria

This activity will be considered complete when the Written Certification Methodology and Certification of Staff Trained forms for participating IWD staffs are delivered to the State of Iowa.

Deliverable Materials:

Written Certification Methodology

Certification of Staff Trained Form

IBM Deliverables Overview – Written Certification Methodology

Purpose: Provide Written Certification Methodology based the recovery responsibilities listed in the IWD COOP COG Plan

Delivery: One soft copy of the Written Certification Methodology will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The Written Certification Methodology will consist of the following categories, as appropriate:

- Training Sessions Attended
- Exercise Participated
- Applied Recovery Skills During the Exercise

IBM Deliverables Overview – Certification of Staff Trained Form

Purpose: Provide Certificate of Staff Trained Form based the Written Certification Methodology

Delivery: One soft copy of the Certificate of Staff Trained Form will be delivered to the State of Iowa Workforce Development Project Manager.

Content: The Certificate of Staff Trained Form will consist of the following, as appropriate:

- IWD Official Symbol
- Staff Name and Title
- Certificate of Training Sessions Attended and Dates Attained
- Certificate of Exercise Session Attended
- Recovery Team Skill Applied

State of Iowa Responsibilities for Delivery Activities

You agree to:

- Provide timely (five days) feedback on the draft Certification Methodology
- Provide timely (five days) feedback on the draft Certificate of Staff Trained Form
- Designate IWD staffs to observe the recovery personnel throughout the entire exercise
- IWD observers during the exercise will provide their feedback and performance observations on the recovery staffs to IBM and work with IBM to complete the Certificate of Staff Trained Forms for all participating IWD staffs.
- Designate IWD COOP COG Coordinators (up to two persons) to be trained on the Certification Methodology and the usage of the Sample Certificate of Staff Trained Form
- IWD will invite up to sixty (60) IWD staff participate in the recovery exercise

I) Develop after action reports and improvement plans for each exercise based on the evaluators' and participants' insights and comments during the exercises. The Vendor will deliver the after action reports (AAR) and improvement plans by the completion date of the contract February 28, 2008. The Vendor will provide Iowa Workforce Development electronic copies of the scenarios, injects, facilitation and evaluation manuals, AAR, improvement plans and all exercise related materials.

IBM Response:

IBM will distribute blank Participant Feedback Summary forms to all exercise participants at the start of the exercise and collect the completed Participant Feedback Summary forms at the conclusion of the exercise. Designated IWD staffs and IWD COOP COG Coordinators are also requested to observe the exercise as well as the IBM facilitator and consultant. All observations, feedbacks, recommendations are valuable inputs to improve the IWD COOP COG Plan and provide lessons learned for the next exercise. IBM will consolidate all the feedbacks and document the findings, evaluation, and recommendations in the AAR/IP report. The AAR/IP report will be delivered to IWD by the contract end date.

Completion Criteria

This activity will be considered complete when the After Action Report/Improvement Plan (AAR/IP) is delivered to the State of Iowa

Deliverable Materials:

See After Action Report/Improvement Plan (AAR/IP) in response 3.2.1.1

m) The vendor will not make logistical arrangements or be responsible for establishing the backup technical environment, i.e. renting facilities, ordering or paying for food or reimbursing participants' travel.

IBM Response:

IBM concurs. IBM will not make logistical arrangements or be responsible for establishing the backup technical environment. IBM expects the State of Iowa be responsible for making the necessary logistical arrangement and establishing backup technical environments in order to support the type of exercise that is selected.

Completion Criteria

Not applicable

Deliverable Materials:

None

3.2.2 Deliverables:

a) Iowa Workforce Development approved tangible training materials

b) Documented and tested formal recovery plan

c) Written evaluation of recovery exercises

d) Certification of Staff Trained

e) Written certification methodology

f) Knowledge transfer to identified IWD staff

IBM complies with supplying the above deliverables.

3.2.4 Project Closing:

d) Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

IBM Response:

Please see the IBM response regarding terms and conditions under Technical Proposal on page 3.

e) Bidders' proposed project schedule should be included in the Technical Proposal, in any form that clearly details time periods, milestones and completion dates for each task.

IBM Response:

Project Management

IBM views every engagement as a partnership with the customer, and feels that a close and harmonious working relationship is essential to the success of the engagement. To ensure the success of every engagement, IBM assigns an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity.

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Review this statement of work and any associated documents, with the IWD Project Manager.
2. Coordinate and manage the activities of IBM project personnel.
3. Maintain project communications through the IWD Project Manager.
4. Establish documentation and procedural standards for the development of this project.
5. Prepare a project plan at the onset of this project for performance of this Statement of Work. The project plan will define tasks, schedule and responsible person(s) or organization(s) for each milestone.
6. Conduct project status meetings.
7. Prepare and submit monthly Status Reports.
 - Open issues
 - Problems, concerns and recommendations
 - Project progress
8. Review and administer the Project Change Control Procedure with the IWD Project Manager.

Deliverables:

Status Report

Purpose: IBM will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One soft copy will be delivered to the IWD Project Manager within five working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, and recommendations

Project Initiation

Description: To review project objectives, timelines and responsibilities.

The sub tasks are:

- Conduct a Project Initiation Meeting.
- Review the Statement of Work with IWD for a consistent understanding of:
 - Project Requirements
 - Scope
 - Continuity and Recovery Planning Issues
- Develop a detailed Project Plan and identify key members of IWD to participate in each phase of the project.

Deliverables:

Redacted for the public copy.

f) The technical proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems.

IBM Response:

There are common problems in many engagements, the three most occurring ones and our proposed solutions are:

1. Scheduling for meetings with many participants is sometimes a challenge.

IWD should consider assigning a single point of contact to handle this task.

2. Lack of support and buy-in from the participants.

IWD needs to have high level executive presence in key meetings, such as the start of the Training Session and Exercise. To demonstrate support from the high level executive, consider having the executive kick off the meetings and return briefly during mid-points of the meetings.

3. Lack of time to fully participate in the Training Session.

IWD needs to ensure all managers of the recovery personnel are aware of the scheduled Training Sessions and make sure managers allow sufficient time for recovery personnel to attend. IWD also needs to notify the recovery personnel that a Certification of Staff Trained will be issued at the end of the project.

g) Bidder's Background Information:

1. The vendor shall provide the following general background information:

2. Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.

New Orchard Road, Armonk, New York 10504

3. Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.

IBM was incorporated in the state of New York on June 15, 1911 as the Computing-Tabulating-Recording Company.

4. State of incorporation, state of formation, or state of organization.

New York.

5. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.

IBM conducts business in 170 countries in the following regions: Asia Pacific, EMEA, Latin America and North America:

<http://w3.ibm.co.33,2m/siteserv/index.html>

6. Local office address and phone number (if any).

Amy J. Brockhohn
ajbrock@us.ibm.com
3512 Swallow Ct. NE
Cedar Rapids, IA 52402
515-283-2872 (Office/Voicemail/FAX)
319-270-3993 (Cell Phone)

7. Number of employees.

IBM employs 333,766 people worldwide

8. Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.

Amy J. Brockhohn
ajbrock@us.ibm.com
3512 Swallow Ct. NE
Cedar Rapids, IA 52402
515-283-2872 (Office/Voicemail/FAX)
319-270-3993 (Cell Phone)

9. Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.

Amy J. Brockhohn
ajbrock@us.ibm.com
3512 Swallow Ct. NE
Cedar Rapids, IA 52402
515-283-2872 (Office/Voicemail/FAX)
319-270-3993 (Cell Phone)

10. Name and qualifications of any subcontractors who will be involved with this project.

N/A.

11. Identify the vendor's accounting firm.

PricewaterhouseCoopers LLP, an independent registered public accounting firm, is retained to audit IBM's Consolidated Financial Statements and management's assessment of the effectiveness of the internal control over financial reporting.

12. The successful vendor will be required to register to do business in Iowa.

IBM is registered to do business in Iowa.

13. Qualifications and Experience:

a) The qualifications, experience and references section must include both general and specific information about Disaster Recovery projects similar to the subject of this proposal, including but not limited to:

b) Resumes of staff and subcontractors assigned to the project or providing work product, and their function in the project.

Redacted for the public copy.

c) Contract names and phone numbers from at least three (3) companies, groups or organizations for which Bidder has performed similar work and which have consented to be a reference

Redacted for the public copy.

d) A chart of the project organization with the names of assigned staff or subcontractors.

Redacted for the public copy.

14. Submit audited financial statements (annual reports) for the last 3 years.



IBM 3 year
Financials.xls

15. Terminations, Litigation, Debarment:

a) During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

IBM considers statistical data relating to Customer information for IBM products and services to be confidential to both IBM and the Customer and as such, does not disclose this information.

b) During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.

IBM considers statistical data relating to Customer information for IBM products and services to be confidential to both IBM and the Customer and as such, does not disclose this information.

c) During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.

IBM considers statistical data relating to Customer information for IBM products and services to be confidential to both IBM and the Customer and as such, does not disclose this information.

d) During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department (DAS).

IBM does not make details of any litigation, claims or arbitration directly available beyond the information in Form 10-K, Part I, Item - 3 Legal Proceedings in the annual report filed with the Securities and Exchange Commission. However, IBM represents that there is no pending claim, litigation or arbitration that would prevent IBM from discharging its obligations under any contract finally awarded to IBM, including obligations related to the provisions of IBM Products and Services.

e) During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

IBM does not make the details of past or pending litigation publicly available. However, IBM represents that there is no pending litigation which would prevent IBM from discharging its obligations under any contract finally awarded to IBM. Information that does exist with respect to litigation can be found in Form 10 - K, Part I, Item 3 - Legal Proceedings in the annual report filed with the Securities and Exchange Commission.

4.4 Cost Proposal

The cost proposal shall not exceed \$100,000.00. The cost proposal should show detailed costs by option and task, and contain at least the following information.

a) The cost for the entire project shall be identified with each respective activity shown on the project schedule

Proposed Project Plan Major Milestones	Cost per Activity
Project Initiation	\$2,940
Project Management	Built within deliverables
Iowa Workforce Development Approved Tangible Training Materials	\$21,007
Written Certification Methodology	\$13,557
Certification of Staff Trained Form	\$29,867
Documented and Tested Formal Recovery Plan	\$18,557
Written Evaluation of Recovery Exercises	\$11,707
End of Project Close Out	Built within deliverables
Knowledge Transfer to Identified IWD Staff - on going throughout the project	Built within deliverables

b) The **TOTAL** proposed cost for the entire project.

The total cost is \$97,635.00 for the entire project.

c) Estimated periodic billing (if applicable) to the state based on the cost of the deliverable items.

Periodic billing based on Deliverable Items	Amount Billed
a) Iowa Workforce Development Approved Tangible Training Materials	\$23,947
b) Documented and Tested Formal Recovery Plan	\$18,557
c) Written Evaluation of Recovery Exercises	\$11,707
d) Certification of Staff Trained Form	\$29,867
e) Written Certification Methodology	\$13,557
f) Knowledge Transfer to Identified IWD Staff - on going throughout the project	Built within deliverables

d) Cost or pricing details of each task, which may include:

1. Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates should include all overhead and profit.

Project Manager and Lead Business Resilience Consultant: 100 hours, Hourly rate: \$220.00

Plans, organizes, directs and manages the day-to-day activities of a project, delivering project, delivering project objectives to the sponsor

Business Resilience Consultant: 340 hours, Hourly rate: \$185.00

Conducts the detailed analysis of processes and requirements, analyzes training requirement and designs and delivers training sessions and materials, and have in-depth, up-to-date knowledge of business resilience subject area including, but not limited to, planning, training, exercising, and designing recovery plans.

2. Purchased materials, estimated unit costs and quantities.

N/A.

3. Subcontract costs.

N/A.

e) Firm Bid Proposal Terms - The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting proposals.

IBM guarantees the availability of the services offered in this response will remain firm for 180 days following the deadline of March 30, 2007 for submitting proposals.

Attachment 1

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal 807309S470 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:



Date: 3/28/07

Printed Name and Title:

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Name of Vendor Organization: IBM

Attachment 2

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a proposal in response to RFP 807309S470, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:



Date: 3/28/07

Printed Name and Title:

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Name of Vendor Organization: IBM

Attachment 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFP807309S470, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:



Date: 3/28/07

Printed Name and Title:

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Name of Vendor Organization: IBM

Attachment 4

AUTHORIZATION TO RELEASE INFORMATION

IBM hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP 807309S470, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization: IBM

Signature:



Date: 3/28/07

Printed Name and Title:

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Attachment 5

CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I _____ Amy J. Brockhohn _____ (Print Name)

For _____ IBM _____ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

Signature:



Date: 3/28/07

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Attachment 6

CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX

Pursuant to 2005 Iowa Acts SF 413 – which creates new Iowa Code subsections 423.2(9A) & 423.5(8) – a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal # 807309S470, the undersigned certifies the following: (check the applicable box)

 X Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

OR

Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

Printed Name of Vendor Organization: IBM

Signature:



Date: 3/28/07

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Attachment 7

CERTIFICATION OF AVAILABLE RESOURCES

I certify that the bidder organization indicated below has sufficient personnel resources available to provide all services proposed by this Bid Proposal. I duly certify that these personnel resources for the contract awarded will be available on or after __ within 4 weeks of contract award__ (start date of contract).

Signature:



Date: 3/28/07

Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Attachment 8

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement,

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions,

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Signature:



Amy J. Brockhohn
IBM Client Executive
Iowa Public Sector

Organization: IBM

Date: 3/28/07

Disclosure Statement

The information in this proposal shall not be disclosed outside the Iowa Department of Administrative Services organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, the Iowa Department of Administrative Services shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the Iowa Department of Administrative Services to use information contained in the proposal if it is obtained from another source without restriction.

IBM's products and services are proposed under the terms of the IBM Customer Agreement.

The IBM home page can be found at: <http://www.ibm.com>.